REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 347 PRETORIA, 6 MEI / MAY 1994 No. 15685

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

GEREGTELIKE EN ANDER OPENBARE VERKOPE

SALES IN EXECUTION AND OTHER PUBLIC SALES

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings	*Tarief per plasing* R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE—slegs in die buitengewone *Staatskoerant,* sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10
Nie-gestandaardiseerde kennisgewings	
DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant:*	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
(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 lederegisters en/of verklaring van dividende	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	200,30
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	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

Standardised notices	*Rate per insertion* R
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 *Government Gazette,* closing date 15 January (per entry of "name, address and amount")	7,40
Non-standardised notices	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	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 *Gazette:*	
All provinces appear on the first Friday of each calendar month	42,70
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, *curator bonus* and similar and extensive rules *nisi*	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table)	145,30

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

(1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;

(2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;

(3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1994

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

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

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1994

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

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

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

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

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

TRANSVAAL

Case 1487/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Portion 2 of Erf 71 Norwood CC** (CK92/10829/23), 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 the office of the Sheriff, 131 Marshall Street, Johannesburg, on 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Portion 2 of Erf 71 in the Township of Norwood, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres. Situated at 21 William Road, Norwood, Johannesburg.

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 corrugated iron roof. Floors, parquet and ceramic tiles, comprising lounge, entrance hall, kitchen, pantry, three bedrooms, bathroom, two w.c.'s and porch.

Outbuildings: Three garages, two single servants' quarters, two store-rooms, two w.c.'s with shower, boundary brick walls, intercom, alarm system and electronic garage doors.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 21st day of April 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6497.)

Case 2472/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Joel Happy Mlotshwa,** First Defendant, and **Mirriam Tebogo Mlotshwa,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 23 March 1993, and warrant of execution dated 13 April 1993, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 5873, Etwatwa Extension 3 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge, kitchen, two bedrooms, bathroom, toilet and wire fence.

Known as Erf 5873 Etwatwa Extension 3, Daveyton, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.

Dated at Benoni on this the 19th day of April 1994.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1129.)

Case 9950/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Vusumuzi Jacob Mazibuko,** First Defendant, and **Daisy Constance Mazibuko,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 24 September 1992, and warrant of execution dated where re-issue on 15 March 1994, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1561, Etwatwa Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge, two bedrooms, kitchen, bathroom, toilet and wire fence.

Known as Erf 1561 Etwatwa Extension 2, Daveyton, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.

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

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1057.)

Case 10531/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Verily J. Hlatshwayo,** Defendant

Kindly take notice that pursuant to a judgment granted on 28 October 1992, and warrant of execution dated where re-issue on 15 March 1994, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1582, Etwatwa Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge, kitchen, four bedrooms, bathroom, toilet and wire fence.

Known as Erf 1582 Etwatwa Extension 2, Daveyton, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.

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

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1061.)

Saak 3195/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Izak Cornelius van Rooyen,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof van die Landdros van Boksburg en 'n lasbrief vir eksekusie gedateer 14 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Vrydag, 27 Mei 1994 om 11:15, by die Balju-kantore, Leeuwpoortstraat 182, Boksburg, aan die hoogste bieder:

Sekere Erf 4, Klippoortjie-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Boksburg, groot 900 (negehonderd) vierkante meter.

Voorwaardes van verkoping:

Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 22ste dag van April 1994.

R. Jordaan, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Tel. 975-7181.) [Verw. mev. Jordaan/MC/V11(S)]

Case 3622/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Cyril Duncan Boardman,** First Defendant, and **Alexis Alain Boardman,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 30 April 1993, and warrant of execution dated 14 December 1993, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2322, Rynfield Extension 11 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge/dining-room, two bedrooms, kitchen, bathroom, separate toilet, shower, single garage, outside toilet and wire fence.

Known as 5 Katberg Street, Erf 2322, Rynfield Extension 11, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.

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

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1138.)

Case 9482/91

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ronnie Sutcliffe,** Defendant

Kindly take notice that pursuant to a judgment granted on 23 December 1991, and warrant of execution dated re-issue 4 March, 1994, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 4955, Northmead Extension 9 Township, Registration Division IR, Transvaal.

Improvements: Single storey under tile, lounge, dining-room, three bedrooms, kitchen, one and a half bathroom/shower and carpeted.

Known as 21 Felicia Street, Nothmead Extension 9, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.

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

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N914.)

Saak 63780/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **KNOK,** Eksekusieskuldeiser, en **L. Meyer,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria in bogemelde saak, sal 'n verkoping met 'n reserweprys van R50 000 gehou word te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 24 Mei 1994 om 10:00, van die ondervermelde eiendom van die eksekusieskuldenaar, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Pretoria Sentraal, Mescorhuis, Margaretastraat 30, Pretoria, voor die verkoping ter insae sal lê:

Eiendom: Deel 15 van die woonstel Deonhof, beter bekend as Deonhof 102, hoek van 12de Laan en Frederikastraat, Gezina, Pretoria (Registrasieafdeling JR, Transvaal).

Groot: 71 vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie.

Bestaande uit: Een slaapkamer, kombuis, badkamer en sit/eetkamer.

Voorwaardes:

10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf word.

Van der Merwe & Ferreira, Grondvlak, Nicolsonhuis, Momentumpark, Nicolsonstraat, Brooklyn. (Mev. De Wet/KM/E2377.)

Saak 22909/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mashato Stephen Gafane,** Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 25 Februarie 1994 die ondervermelde eiendom in eksekusie verkoop sal word op 24 Mei 1994 om 10:00, te Landdroshof, Ellisras:

Die eiendom wat aldus te koop aangebied sal word, is Erf 470, geleë in die dorpsgebied Marapong, Registrasieafdeling IQ, Transvaal, groot 363 (drie ses drie) vierkante meter, gehou kragtens Akte van Transport T57561/93, ook bekend as Leeba Crescent 470, Ellisras.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer.

Die konstruksie van die gebou: Steenmure, composition board-plafonne en teëls.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Ellisras.

Geteken te Pretoria op hede die 20ste dag van April 1994.

J. J. S. du Preez, vir Couzyn Hertzog en Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. J. du Preez/A223.)

Saak 22105/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Clive Vosloo,** Eerste Verweerder, en **Maureen Gwendeline Vosloo,** Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof, en 'n lasbrief vir beslaglegging gedateer 23 November 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Dinsdag, 24 Mei 1994 om 10:00, te:

Kantoor van die Balju, Pretoria-Noord/Oos, Sinodale Sentrum, NG Kerk, Visagiestraat 234, Pretoria.

Die eiendom wat aldus te koop aangebied sal word, is: Erf 5504, geleë in die dorp Eersterust-uitbreiding 6, Registrasie-afdeling JR, Transvaal, groot 316 (drie een ses) vierkante meter, gehou kragtens Akte van Transport T47422/88, ook bekend as Selbornestraat 352, Eersterust.

Verbeterings: Sitkamer, kombuis, drie slaapkamers en badkamer. Die konstruksie van die gebou: Steenmure, teëldak, plafonne, PVC en matbedekking.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Hooggeregshof van Pretoria-Noord/Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

J. J. S. du Preez, vir Couzyn Hertzog en Horak Ing., Prokureur vir eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. J. du Preez/A183.)

Saak 2448/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **ABSA Bank Beperk** ('n United Divisie), Eiser, en **Jan Adriaan Venter,** Eerste Verweerder, en **Sonja Bernadette Venter,** Tweede Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus, toegestaan het op 26 November 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 67, geleë in die dorp Piet Potgietersrust, Registrasieafdeling KS, Transvaal, groot 2 231 (tweeduisend tweehonderd een-en-dertig) vierkante meter, gehou kragtens Transportakte T18899/93.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Bezuidenhoutstraat 59, Potgietersrus, en gebou van steen onder sinkdak en bestaande uit: Sit- en eetkamer, kombuis, drie slaapkamers, badkamer en spellatrine, garage en buite-latrine, toegeruste boorgat, omhein met gedeelte betonpanele en balans met diamantdraad van ysterpale.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op hierdie 18de dag van April 1994.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EA.9163.)

Saak 1228/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **United Bank Beperk,** 'n divisie van ABSA Bank Beperk, Eiser, en **Andreas Tobies Pauley,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus, toegestaan het op 14 Januarie 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Resterende gedeelte van Gedeelte 19 ('n gedeelte van Gedeelte 5) van die plaas Amatava 41, Registrasieafdeling KS, Transvaal, groot 30,6080 (dertig komma ses nul agt nul) vierkante meter, gehou kragtens Transportakte T20707/86.

Die eiendom kan omskryf word soos volg: Plaas groot 30,6080 hektaar bekend as resterende gedeelte van Gedeelte 19 ('n gedeelte van Gedeelte 5) van die plaas Amatava 41, Registrasieafdeling KS, Transvaal, met die volgende verbeterings aangebring: Woonhuis van steen onder sinkdak bestaande uit: Drie slaapkamers waarvan een en suite, K.S.B, sitkamer, TV-kamer, eetkamer, opwas, drie vertrekgebou met badkamer en aanbou, toegeruste boorgat, enjinkamer, stoor, rondawel en oopstoor en omhein.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouvereniging waarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enig tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op hierdie 18de dag van April 1994.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EU.8978.)

Saak 4948/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **South African Housing Trust Limited,** Eiser, en **Motheba Hoffman Maliehe,** 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, 27 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 274, geleë in die dorpsgebied Sebokeng-eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL43712/88, grootte 319 (driehonderd en negentien) vierkante meter.

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

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 op hierdie 13de dag van April 1994.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/103/NM/U.)

Saak 4781/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **First National Bank van S.A. Beperk,** Eiser (Eksekusieskuldeiser), en **Charl Abraham Moller,** Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 1 Oktober 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 27 Mei 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing:

Sekere verbeterde eiendom geleë in die dorpsgebied Unitas Park-uitbreiding 1, Vereeniging, Registrasieafdeling IQ, Transvaal, synde Erf 112, groot 1 000 (eenduisend) vierkante meter, 'n drieslaapkamer teëldak woning met dubbel motorhuis en beton omheining, die straatadres van die eiendom is Gary Playerstraat 6, Unitas Park, Vereeniging.

Voorwaardes:

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

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

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

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

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

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

Case 6949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Yovaldi Venter,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, 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 the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria:

(a) Section 27, as shown and more fully described on Sectional Plan SS56/85, in the scheme known as Sentoza, in respect of the land and building or buildings situated at Erf 1381, Sunnyside Township, Pretoria (also known as 309 Sentoza, 6 Innes Street, Sunnyside, Pretoria), in the area of the City Council of Pretoria, local authority of which the floor area according to the said sectional plan is 81 (eighty-one) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST108173/92.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Three bedroom flat consisting of living-room, bathroom, w.c. and kitchen.

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S579/93.)

Saak 523/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk,** Eiser, en **Kevin Tilbrook,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op Vrydag, 20 Mei 1994 om 10:00:

Erf 744, geleë in die dorpsgebied Arcon Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1 181 vierkante meter, gehou kragtens Akte van Transport T4761/1977, bekend as Giliastraat 17, Arcon Park-uitbreiding 1, Vereeniging.

Verbeterings: IBR plat dak, volvloermatte, sitkamer, eetkamer, studeerkamer, kombuis, ingangportaal met instap kas, drie slaapkamers, twee badkamers, twee toilette, dubbel garage, buitekamer met toilet, waskamer, geplaveide oprit en beton omheining.

Terme:

Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes:

Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 7de dag van April 1994.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. mnr. E. Rossouw.)

Saak 11722/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Sentraalwes (Koop.) Beperk,** Eiser, en Schoonspruit Pluimveeplaas (Edms.) Beperk, Eerste Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 24 Augustus 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju, van die Hooggeregshof, Klerksdorp, te die perseel van die onroerende eiendom wat verkoop word op 25 Mei 1994 om 11:00, verkoop:

Sekere Gedeelte 25, van die plaas Brakspruit 370, Registrasieafdeling IP, Transvaal, gehou kragtens Akte van Transport T78240/1988, groot 52,9520 hektaar, geleë ongeveer 20 km noordwes vanaf Klerksdorp, op die Brakspruitpad, draai af met Johan Neserpad vir 1 km en die eiendom is geleë op die linkerkant.

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

(a) Drie groot "High Rise" ligdig hoender grootmaak eenhede met kapasiteit van 15 500 hoenders elk, ten volle outomaties.

(b) Vooraf vervaardigde woonhuis bestaande uit drie slaapkamer, sitkamer, kombuis, badkamer en toilet.

(c) Woonstelletjie naby huis bestaande uit slaapkamer, sitkamer, kombuis, badkamer en toilet.

(d) Afdak vir stoorruimte.

(e) Afdak vir motors.

(f) Boorgat toegerus met monopomp en elektriese motor en verskeie watertenks.

(g) Arbeidershuis in goeie toestand.

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

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

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

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Geldenhuys/YE/48782.)

Saak 10799/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **T. Jacobs,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 April 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2786, geleë in die dorpsgebied Eersterust-uitbreiding 4, Registrasieafdeling JR, Transvaal, bekend as Daisyweg 563, Eersterust-uitbreiding 4, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer en twee slaapkamers.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, 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 12de dag van April 1994.

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

Case 673/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Johannes Lodewickus van Biljon,** en **Alida Susanna Magrietha van Biljon,** Defendant

Pursuant to a judgment of this Court and subsequent warrant of execution dated 11 March 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 27 May 1994 at 09:00:

Erf 214, in the Township of Brits, Registration Division JQ, Transvaal, measuring 1 023 square metres, held under Deed of Transfer T89064/92.

The following improvements exist on the property although in this respect nothing is guaranteed: Dwelling-house.

Material conditions of the sale are:

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

b. The price shall bear interest at the rate current from time to time in terms of the Mortgage bond over the property held by Plaintiff from date of sale to date of payment.

c. Immediately after the sale purchaser shall sign the conditions of sale which can be inspected by the Sheriff's Office, Brits.

d. Purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.

e. Purchase price shall be paid as to 10% (ten per cent) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price immediately after sale in cash or by bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank/building society guarantee within 14 days from date of sale.

f. Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.

g. The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

h. The sale shall be subject to the approval of the Plaintiff within 14 days from date of sale.

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

J. M. Erasmus, Attorney for Plaintiff, c/o E. D. Ras & Olivier, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 27890/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Wessels: Christo Johannes,** 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, 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 Erf 1743, Newlands, Johannesburg Township, Registration Division IQ, Transvaal.

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

Situation: 6 Italian Road, Newlands, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, servants' quarters and three carports with precast walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 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 8 April 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP77.)

Saak 24728/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gabriel John Fisher,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 24 Januarie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 24 Mei 1994 om 10:00, te die Verkoopslokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Erf 5561, geleë in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, met straatadres bekend as Selbornelaan 308, Eersterust-uitbreiding 6, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, kombuis, badkamer en toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belastingn die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoriusstraat 1210, Hatfield.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0014).]

Saak 1903/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Joseph Welile Sobopha,** Eerste Verweerder, en **Violet Mehkie Sobopha,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 11 Maart 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 27 Mei 1994 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere alle reg, titel en belang in die Huurpag ten opsigte van Perseel 241, Blok FF, geleë in die woongebied van Soshanguve, groot 488 (vierhonderd agt-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, twee slaapkamers, badkamer/wk. (sonder geriewe) en 'n kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping welke voorwaardes nagegaan kan word by die kantore van die Balju, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0101.)]

Saak 1922/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ramatshediso Jacob Tladi,** Eerste Verweerder, en **Mamoya Maria Tladi,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 Maart 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 27 Mei 1994 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 132, Soshanguve-FF-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 310 (driehonderd-en-tien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, badkamer/wk (sonder geriewe) en kombuis.

Die koper moet 'n deposit van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek 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 Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0100.)]

Case 15074/93
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Anglo American Corporation of South Africa Limited,** Plaintiff, and **Miti; Hazel,** Defendant

1. The undermentioned property will be sold on 19 May 1994 at 10:00, at the office of the Supreme Court, 49 Kempston Avenue, Benoni, in execution of a judgment obtained in the above matter on 20 July 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 8860, Daveyton Extension 2 Township, Registration Division IR, Transvaal, measuring 442 (four hundred and forty-two) square metres, held under Certificate of Registered Grant of Leasehold TL33506/1986 situated at 16584 Talane Street, Daveyton Extension 2, Benoni.

2. The improvements to the property consist of the following although nothing is guaranteed: Dining-room, lounge, breakfast nook, kitchen, three bedrooms and two bathrooms.

Terms:

3. 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 to be furnished within 14 (fourteen) 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 centum) on the proceeds of the sale up to an amount of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum charge of R6 000 (six thousand rand) with a minimum charge of R200 (two hundred rand).

4. The conditions of sale may be inspected at the office of the Supreme Court, 49 Kempston Avenue, Benoni, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V.A. Dennett 301/70/93.)

Case 11077/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Nyobu Moses Malefo,** Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 24 June 1991, the undermentioned property will be sold in execution on Friday, 27 May 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of: Erf 379, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold 41962/90, known as 3790 Block M, Mamelodi West, Mamelodi.

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 14th day of April 1994.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 1144/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Indhlu,** Eiser, en **Johannes Lodewikus van der Merwe,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Pretoria, en lasbrief vir eksekusie gedateer 4 Februarie 1994, sal die onderstaande eiendom geregtelik verkoop word by die Balju Kantore, Pretoria-Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, op 24 Mei 1994 om 10:00, naamlik:

Deel 10, soos getoon en vollediger beskryf op Deelplan SS190/88, in die skema bekend as Indhlu ten opsigte van die grond of gebou of geboue geleë te Gedeelte 1 van Erf 39, Sunnyside, Plaaslike Owerheid, Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 66 (ses ses) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST83137/92, bekend as Indhluwoonstelle 10, Joubertstraat 134, Sunnyside, onderworpe aan die voorwaardes daarin vermeld.

Die woonstel bestaan uit twee en 'n half slaapkamers met badkamer, kombuis, sit- en eetkamer.

Die bovermelde eiendomsbeskrywing word geensins gewaarborg nie.

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

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

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

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

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

Case 13726/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Ramothibedi Eric Nkogatse,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 10 August 1992, the undermentioned property will be sold in execution on Friday, 27 May 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 618, Mamelodi Township, Registration Division JR, Transvaal, measuring 531 (five hundred and thirty-one) square metres, held by the Defendant under Deed of Transfer TL64158/91, known as 618 Section B, Mamelodi West, Mamelodi.

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 14th day of April 1994.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 17090/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Madimetja Jack Maphosa,** First Defendant, and **Caroline Madikhomo Maphosa,** Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 23 September 1991, the undermentioned property will be sold in execution on Friday, 27 May 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 20946, situated in the Township of Mamelodi Extension 3, Registration Division JR, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL7992/88, known as 20946 Mamelodi Extension 3, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect, nothing is guaranteed: A house comprising three bedrooms, kitchen, lounge, bathroom and outside toilet.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 14th day of April 1994.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 32926/93
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 **Makgabutlane, Ramonyadiwa Zachariah,** First Execution Debtor, and **Makgabutlane, Mpho Selina,** 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, Nigel, in 27 May 1994 at 09:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain Erf 4308, situated in the Township of Duduza, Registration Division IR, Transvaal, being 4308 Kodisand Street, Duduza, Nigel, measuring 261 (two hundred and sixty-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 outbuildings with similar construction comprising of garage, toilet and store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 12th 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/M747/avb.)

Saak 9732/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Senamett Prop (Pty) Ltd,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 28 Desember 1993, sal die ondervermelde eiendom op 24 Mei 1994 om 14:30, deur die Balju, Midrand, by die Landdroshof, hoek van Selkirk- en Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Hoewe 139, President Park-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,5696 hektaar, gehou kragtens Akte van Transport T75991/1989, bekend as Streynstraat 139, President Park-landbouhoewes.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, studeerkamer, kombuis, drie slaapkamers, drie badkamers, dubbelgarage, werkswinkel en bediendekwartiere.

Sonering: Landbou.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Northview No. 2, Richardrylaan 45, Halfweghuis, Midrand, 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 dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde 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 som van R6 000, met 'n minimum van R200 plus Belasting op Toegevoegde Waarde.

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

Eben Griffiths & Vennote, p.a. Schwellnus Spies & Haasbroek, Tweede Verdieping, Randparkgebou, Doverstraat 20, Randburg. [Tel. (012) 64-1007/64-1039.]

Saak 23350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Ruth Hlekiwe Setsiba,** Eerste Verweerder, en **Peter Maroba Setsiba,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 14 Julie 1993, sal die ondervermelde eiendom op 24 Mei 1994 om 14:30, deur die Balju, Midrand, te hoek van Selkirk- en Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Erf 1353, Noordwyk-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 1 004 vierkante meter, gehou kragtens Akte van Transport T73427/1992, bekend as Monica's Place 1353, Noordwyk-uitbreiding 11.

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, Midrand, Northview No. 2, Richardrylaan 45, Halfweghuis, Midrand, 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 veertien dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde 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 som van R6 000 met 'n minimum van R200 plus Belasting op Toegevoegde Waarde.

Geteken te Pretoria op 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 1307/94
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 **Van der Walt, Johannes Michael Frederick,** 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 Portion 15 or Erf 1783, situated in the Township of Birchleigh, Registration Division IR, Transvaal, being 37 Karee Street, Birchleigh, Kempton Park, measuring 1 008 (one thousand and eight) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 7th day of April 1994.

B. M. Webber, for Ramsya, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/VA.257/cb.).

Case 29724/92
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 **Tekane, Thabo Isaac,** 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, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 7268, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7268 Vosloorus Extension 9, Boksburg, measuring 336 (three hundred and thirty-six) square metres.

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

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

Auctioneer's charges 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 R200 (two hundred rand).

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

B. M. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/T94.)

Case 24676/92

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Rigo CC,** 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 in front of the Magistrate's Court, Pretorius Street, Christiana, on Monday, 30 May 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Christiana, 6 Pretorius Street, Christiana, and which will be read out prior to the sale:

Erf 104, situated in the Town of Christiana, Registration Division HO, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held by Virtue of Deed of Transfer T69885/90, and known as 3 Robyn Street, Christiana.

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

Dwelling-house with carpeted floors and tiled roof, consisting of entrance hall, lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms/toilets. Outbuildings consist of two garages, two servant's rooms, toilet and two store-rooms.

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

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

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

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA2076(B).]

Case 5337/93
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 **Sithole, Sipho,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 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 Site 834, Maokeng Extension 1 Township, Registration Division IR, Transvaal, area 298 (two hundred and ninety-eight) square metres, situated at Stand 845, Maokeng Extension 1, Tembisa.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen and lounge with dining-room.

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

Dated at Johannesburg on this the 8th 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:CA74.)

Case 31354/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mtimkulu, Sipho Moses,** 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, 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:

All the right, title and interest in the 99 year right of leasehold in respect of Portion 1 of Lot 11733, Pimville Zone 6 Township, Registration Division IQ, Transvaal. Area 357 (three hundred and fifty-seven) square metres, situated at Portion 1 of Erf 11733, Pimville Zone 6.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen and lounge/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 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 7th 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. ForeclosuresN140:NC123.)

Saak 6135/93

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

In die saak tussen **N B S Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **D. A. Boyce,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Junie 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1126, Dorpsgebied Norkem Park-uitbreiding 2, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1355 (eenduisend driehonderd vyf-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, familie/TV-kamer en kroeg en kombuis. Buitegeboue bestaan uit twee motorhuise, oprit en omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

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

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

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerengberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N816/CDN500.)

Saak 32/94

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **K. W. Fick,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 495, dorpsgebied Terenure-uitbreiding 15, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 875 (agthonderf vyf-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teeldak, bestaande uit sitkamer, twee badkamers, eetkamer, vier toilette, vyf slaapkamers, familie/TV kamer, kombuis, studeerkamer, buitegeboue bestaan uit twee motorhuise, oprit, swembad, omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

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

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

J. H. B. Schnetler, Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N891/CDN548.)

Saak 557/94

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **A. J. Fourie,** Eerste Verweerder, en **M. M. Fourie,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 276, dorpsgebied Birchleigh, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1041 (eenduisend een-en-veertig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

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

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

J. H. B. Schnetler, Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N901/CDN558.)

Saak 19588/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 3840, dorpsgebied Birch Acres X21, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 692 (ses honderd twee-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teeldak, bestaande uit sitkamer, twee badkamers, twee toilette, drie slaapkamers, kombuis, buitegeboue bestaan uit twee motorhuise, omhein met baksteenmure.

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 betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

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

J. H. B. Schnetler, Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1243/CDS223.)

Saak 22210/93

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Stand 1902 Van Riebeeck CC,** Eerste Verweerder, en **J. J. Koekemoer,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 1902, dorpsgebied Van Riebeeckpark-uitbreiding 20, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1096 (eenduisend ses en negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, familie/TV kamer, kombuis, buitegeboue bestaan uit twee motorhuise, oprit, ten volle omhein.

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 betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

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

J. H. B. Schnetler, Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1280/CDS244.)

Saak 8747/93

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **R. B. Ndhlovu,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 16 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 1247, dorpsgebied Tembisa-uitbreiding 4, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 290 (tweehonderd en negentig) vierkente meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan geen: Omhein met mure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 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/S856/CDS045.)

Saak 2370/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 773, dorpsgebied Unfuyaneni, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 300 (driehonderd) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaan geen.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 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/S1342/CDS316.)

Case 2722/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Misa Pension Fund,** Plaintiff, and **Murray, Angus Craig,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 22B Ockerse Street, Krugersdorp, on 25 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 22B Ockerse Street, Krugersdorp, prior to the sale, of the undermentioned property situated at:

12 Eduard Bok Street, Monument being Erf 130, Monument Township, Registration Division IQ, Transvaal, measuring 1 217 (one thousand two hundred and seventeen) square metres, held by Deed of Transfer T11326/84, which is zoned as residential and consists of (not guaranteed):

A dwelling large lounge, dining-room, modern kitchen, three bedrooms, bathroom, toilet, single garage and servants' quarters.

2. *Terms:*

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

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

2.2.1 5% (five per centum) 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 charge R200 (two hundred rand).

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

H. C. Coetzee, for Hofmeyer Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braamfontein, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Coetzee/P. Botha.)

Case 34395/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **,ashigo, Neo Johannes,** 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, Overvaal Building, 28 Krugerlaan, Vereeniging, 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 2 of Erf 396, Mid-Ennerdale Township, Registration Division IQ, Transvaal, area 441 (four hundred and forty-one) square metres, situation Portion 2 of Erf 396, Second Avenue, Mid-Ennerdale.

Improvements (not guaranteed): A house consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

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 maximim fee of R6 000, and a minimum charge of R100.

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 N140:NC141.)

Saak 1448/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Dewaldt Botha,** 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-Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 22 Februarie 1994, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria:

Kleinbeginwoonstelle 205, Kotzestraat, Sunnyside, Pretoria, met aktesbeskrywing:

1. 'n Eenheid bestaande uit:

(a) Deel 10 soos getoon en vollediger beskryf op Deelplannommer SS242/85 in die skema bekend as Kotzestraat 178, ten opsigte van die grond en gebou of geboue geleë te resterende gedeelte van Gedeelte 1 van Erf 81, in die dorp Sunnyside, Pretoria, plaaslike Bestuur, Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 60 (sestig) vierkante meter groot is; en

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

Gehou kragtens Transportakte ST8914/92 en verbind ten gunste van die Eiser onder Verbandakte SB11154/92.

2. 'n Eenheid bestaande uit:

(a) Deel 51 soos getoon en meer vollediger beskryf op Deelplan SS242/85 in die skema bekend as Kotzestraat 178, ten opsigte van die grond en gebou of geboue geleë te resterende gedeelte van Gedeelte 1 van Erf 81 in die dorp Sunnyside, Pretoria, plaaslike Bestuur, Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 23 (drie-en-twintig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deel aangeteken, gehou kragtens Transportakte ST8914/92 en verbind ten gunste van die Eiser onder Verbandakte SB11154/92.

Die eiendom bestaan uit twee slaapkamers, badkamer, kombuis, garage en TV-kamer.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van reël 46 van die Hooggeregshofwet 1959 (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 17% (sewentien persent) per jaar en aan die verbandhouer teen 17% (sewentien per sent) 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-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/507/1.)

Case 27255/92
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mthembu, Nondumiso Thokozile Zanele,** 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 Johannesburg, at the Sheriff's Offices, 131 Marshall Street, Johannesburg, on 26 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 Section 16 as shown and more fully described on Sectional Plan SS185/85, in the scheme known as Park Avenue, in respect of the land and building or buildings situated at Johannesburg Township, Local Authority, Johannesburg, in extent 48 square metes, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held by the Defendant under Deed of Transfer ST19918/92, situated at Flat 302, Park Avenue, Koch Street, Johannesburg.

The property is a flat in a nine storey block of flats consisting of the following improvements in respect whereof nothing is warranted or guaranteed: Kitchen, bathroom, large room (being a lounge cum bedroom).

The property is of concrete roof, brick external walls and parkey floors. Th sewerage of the property is waterborne and the water and electricity supply is municipal.

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 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 charge 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; Docex 257, Johannesburg. (Fax. 29-0274.) (Tel. 333-0046.) (Ref. Max Cohen.)

Saak 16347/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging, Eiser, en **Constance Maggie Sepoloane,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 2 November 1993, sal die ondervermelde eiendom op 27 Mei 1994 om 11:00, deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder geregtelik verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1113, Mamelodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 375 vierkante meter, gehou kragtens Akte van Transport TL76542/88, bekend as 4097 Block M Mamelodi Wes, Pretoria.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Wonderboom, 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 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 veertien (14) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 7de 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.)

Saak 11184/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Lourette Badenhorst,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 16 Julie 1993, sal die ondervermelde eiendom op 27 Mei 1994 om 12:00, deur die Balju, Witrivier, by die Landdroskantoor, Witrivier, aan die hoogste bieder geregtelik verkoop word:

Erf 686, Hazyview-vakansiedorp, Registrasieafdeling JU, Transvaal, groot 971 vierkante meter, gehou kragtens Akte van Transport T5040/85, bekend as Tarentaallaan 686, Hazyview-vakansiedorp.

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, Joe Hannahstraat, Witrivier, 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 veertien (14) dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde 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 7de 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 185/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Gregory Elvin Flusk**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 June 1992, and subsequent warrant of execution the following property will be sold in execution on 27 May 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Cherrylaan 6, Alrapark, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

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

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N525.)

Saak 72/94

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Elda Susan Maila,** Eerste Vonnisskuldenaar, en **Reuben Manoale Makgoka,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 2 Februarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 793, Umfuyaneni-dorpsgebied, geleë te Erf 793, Umfuyaneni-dorpsgebied, grootte 300 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park, 1620. (Tel. 975-4941/325-3740.)

Saak 22057/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Bheki Kenneth Hleza,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief, gedateer 28 Januarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 5280, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5280, Tembisa-uitbreiding 12, grootte 143 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park, 1620. (Tel. 975-4941/325-3740.)

Saak 22371/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Fana Ephraim Sibiya,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 28 Januarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 259, Ibaxa, geleë te Erf 259, Ibaxa, grootte 233 (tweehonderd drie-en-dertig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

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

Saak 22053/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **F. Vusi Jacob Nyakeni,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer op 28 Januarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik, die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 5273, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5273, Tembisa-uitbreiding 12, grootte 128 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling, sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

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

Saak 22055/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Fish France Makibelo,** Eerste Vonnisskuldenaar, en **Emily Putswane Makibelo,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 28 Januarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 5394, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5394, Tembisa-uitbreiding 12, grootte 154 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

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

Saak 19488/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Mqanjelwa Abednogo Ngwenya,** Eerste Vonnisskuldenaar, en **Sibongile Rose Ngwenya,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 293, Ibaxa-dorpsgebied, geleë te Erf 293, Ibaxa, grootte 267 vierkante meter:

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

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

Saak 22058/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Pieter Petrus Mthethwa,** Eerste Vonnisskuldenaar, en **Elizabeth Mthethwa,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 28 Januarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 5504, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5504, Tembisa-uitbreiding 12, grootte 157 vierkante meter:

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 15 Maart 1994.

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

Saak 71/94

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Thupane Samuel Ramoshai,** Eerste Vonnisskuldenaar, en **Leah Tebogo Ramoshai,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 2 Februarie 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 800, Umfuyaneni-dorpsgebied, geleë te Erf 800, Umfuyaneni, grootte 313 vierkante meter:

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 16 Maart 1994.

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

Case 69609/93

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

In the matter between **P G Timbers (Pty) Ltd,** trading as P G Bison Pretoria, Plaintiff, and **Ian Smal,** Third Defendant

A sale will be held on Tuesday, 24 May 1994 at 10:00, at N G Sinodale Centre, 234 Visagie Street, Pretoria, of Erf 1109, Silverton Extension 5, Registration Division JR, Transvaal, measuring 793 square metres, situated at 846 Bleshoender Street, Silverton Extension 5, Pretoria:

Particulars are not guaranteed: Lounge, bathroom, dining-room, toilet, three bedrooms, two garages and kitchen.

Inspect conditions of sale at the Sheriff of the Court, 1210 Pretorius Street, Pretoria.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/MN1174.)

Saak 76893/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Kruger D. F.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 22 Desember 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-sentraal, N G Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 659, geleë in die dorpsgebied Waverley, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Cunninghamlaan 1450, Waverley, Pretoria, gesoneer vir pypsteelerf.

Beskrywing: Onbeboude pypsteelerf, verbandhouer(s) ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

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

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

Saak 77658/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Van Rooyen V. J.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Desember 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 380, geleë in die dorpsgebied Wonderboom South Registrasieafdeling JR, Transvaal, bekend as Negende Laan 833, Wonderboom South, gesoneer vir 'n woonhuis.

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

Verbandhouer(s): Nedcor Bank Bpk., Andriesstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

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

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

Saak 77693/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Pauw S. Jnr,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 31 Desember 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 1136, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, bekend as 25ste Laan 397, Villieria, gesoneer vir 'n woonhuis.

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

Verbandhouer(s): Allied, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

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

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

Saak 20577/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **A. Mokwena,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Junie 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria Noord-Oos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 3903, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasie-afdeling JR, Transvaal, bekend as Southfieldlaan 409, Eersterust-uitbreiding 6. Gesoneer vir 'n woonhuis.

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

Verbandhouer(s): United, Pretoriusstraat 243, Pretoria en Amcor Motor Holdings (Pty) Ltd, Chryslerweg, Sigma Park.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria Noord-Oos, Pretoriusstraat 1210, Hatfield, 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 22ste dag van Maart 1994.

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

Saak 70650/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Sackville-Suid Regspersoon,** Eiser, en **Alta Levina Willemse,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 18 November 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 24 Mei 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. a. *Akteskantoorbeskrywing:* Eenheid 92, geleë te Erf 1203, van die skema bekend as Sackville-Suid, Skema SS179/88, groot 70 vierkante meter onder geregistreerde Titelnommer ST 179/88 (92) (Unit).

b. *Straatadres:* Sackville-Suidwoonstelle 805, hoek van Jorrissen- en Vlokstraat, Sunnyside, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Een en 'n half slaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis, onderdakparkering en gebou met sement en stene.

2. *Verkoopvoorwaardes:*

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria, asook te die Landdroshof, 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 22ste dag van Maart 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3387.)

Saak 33734/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Kareehof Regspersoon,** Eiser, en **Martha Jacoba Prinsloo,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 18 Junie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 24 Mei 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskryfing:* Eenheid 3, geleë te Erf 324 van die Skema bekend as Kareehof, Skema SS56/81, groot 52 vierkante meter, onder Geregistreerde Titel ST56/81 (3) (Unit).

(b) *Straatadres:* Kareehofwoonstelle 3, Frederikastraat 622, Gezina, Pretoria.

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

Eenslaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis en onderdakperkering. Gebou met sement en stene.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, asook die reëls daarkragtes 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-Sentraal, Messcorhuis, Margarethastraat 30, 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 22ste dag van Maart 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3920.)

Case 2398/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moetji Maria Ndlovu,** Defendant

Persuant to a judgment of this Court and subsequent warrant for execution dated 15 March 1994 (reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 27 May 1994 at 09:00:

Stand 888, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 800 square metres, held under Deed of Grant 136/86.

The following improvements exist on the property although in this respect nothing is guaranteed: Three-bedroom dwelling-house.

Material conditions of the sale are:

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof, or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 25th day of March 1994.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorneys for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 578/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phillip Papamogolo Madisha,** Defendant

Persuant to a judgment of this Court and subsequent warrant for execution dated 23 March 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 27 May 1994 at 09:00:

Stand 3018, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 600 square metres, held under Deed of Grant 340/87.

The following improvements exist on the property although in this respect nothing is guaranteed: Three-bedroom dwelling-house.

Material conditions of the sale are:

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof, or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 14th day of April 1994.

E. D. Ras, c/o E. D. Ras & Olivier, Attorneys for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 1461/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nicolaas Johannes Adolf Lubbe,** First Defendant, and **Melinda Lubbe,** Second Defendant

Persuant to a judgment of this Court and subsequent warrant for execution dated 4 November 1993, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 27 May 1994 at 09:00:

Remaining extent of Portion 103 (portion of Portion 35) of the farm Zandfontein 447, Registration Division JQ, Transvaal, measuring 22,5336 hectare, held under Deed of Transfer T54654/90.

The following improvements exist on the property although in this respect nothing is guaranteed: Three-bedroom dwelling-house.

Material conditions of the sale are:

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof, or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 14th day of April 1994.

E. D. Ras, c/o E. D. Ras & Olivier, Attorneys for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 2583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Hendrik Kanse van Rensburg,** Eksekusieskuldeiser, en **J. S. Greyling,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 September 1993 toegestaan is, op 20 Mei 1994 om 09:00, te die betrokke perseel, naamlik:

Hoewe 38, Seekoeiwater, Witbank, in ekskusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 7 (sewe) dae voor die verkoping, te wete:

Sekere Hoewe 38, Seekoeiwater, Witbank, Registrasieafdeling JS, Transvaal, groot 2,2499 (twee komma twee vier nege nege) hektaar, gehou deur die verbandgewer kragtens Akte van Transport T57531/89.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 5350/83

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Daniel Marupu Nakene,** Verweerder

Geliewe kennis te neem dat bogenoemde Vonnisskuldeiser van voornemens is om op Vrydag, 27 Mei 1994 om 10:00, voor die Landdroskantoor, Mkobola, die ondergemelde onroerende eiendom van die Verweerder by wyse van 'n openbare veiling in eksekusie te verkoop, en wel kragtens 'n hofbevel van bogemelde Agbare Hof gedateer 19 Junie 1984:

Gedeelte 366 van die plaas Tweefontein 154, Registrasieafdeling JR, Transvaal, groot 10,4088 (tien komma vier nul agt agt) hektaar.

Met die volgende verbeterings daarop, alhoewel geen waarborg in verband daarmee gegee word nie: Die eiendom word voetstoots verkoop soos dit staan.

Geen verbeteringe is op die eiendom aangebring nie.

Vir aanwysings na die eiendom kan die Balju, M. P. Phiri by telefoon (01202) 2648 gekontak word.

Geliewe voorts daarop te let dat die voorwaardes van verkoop by die kantoor van die Balju, Nebo, Sekhukhune, Mkobola, te Klipstraat 4, Groblersdal, ingesien mag word.

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

G. Ploos van Amstel, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum-Middestad, 14de Verdieping, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Verw. JF/GH3 1053.)

Case 5350/83

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Boland Bank Ltd,** Plaintiff, and **Daniel Marupu Nakene,** Defendant

Kindly note that the aforementioned Judgment Creditor, in terms of a judgment of the above Honourable Court dated 19 June 1984 will, on Friday, 27 May 1994 at 10:00, in front of the Magistrate's Court, Mkobola, put up for sale the property of the Defendant known as:

Portion 366 of the farm Tweefontein 154, Registration Division JR, Transvaal, measuring 10,4088 (ten comma four nought eight eight) hectares.

And with the following improvements, though in this regard nothing is guaranteed:

The property is sold as it stands.

There are no improvements on the property.

The Sheriff, M. P. Phiri at tel. (01202) 2648 may be contacted for directions to the property.

Take notice further that the conditions of sale may be inspected at the offices of the Sheriff, Nebo, Sekhukhune, Mkobola, at 4 Klip Street, Groblersdal.

Dated at Pretoria on the 13th day of April 1994.

G. Ploos van Amstel, for Van der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, Sanlamsentrum-Middestad, 14th Floor, 252 Andries Street, Pretoria. (Tel. 322-8490.) (Ref. JF/GH3 1053.)

Case 214/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kenneth Vincent Kelly,** Defendant

A sale without reserve will be held at the Sheriff's Office, 142 Struben Street, Pretoria, on Wednesday, 1 Junie 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Portion 9 of Erf 1227, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, being 9 Noordhoek Clusters, 1227 Oudekraal Close, Noordwyk Extension 23, measuring 616 (six hundred and sixteen) square metres.

Improvements described hereunder are not guarateed:

Main building: Lounge, two bedrooms, bathroom/w.c., kitchen and pantry.

Outbuildings: Carport.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale.

Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of April 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, c/o E. K. Fleischhauer & B. C. Behrens, 256 Hill Street, corner of Hill and Pretorius Streets, Arcadia, Pretoria. [Tel. (012) 342-5180.] (Ref. Mr Fleischhauer.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof, Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark:

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak: 8024/93.

Vonnisskuldenaar: **Ranthope Patrick Sothoane en Lena Ellen Sothoane.**

Eiendom: Gedeelte 18 van Erf 8042 in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot 264 (tweehonderd vier-en-sestig) vierkante meters.

Verwysing: P3/171.

Beskrywing: Erf met huisfondament.

Saak: 8025/93.

Vonnisskuldenaar: **Sethlare Samuel Radebe en Mmaposo Suzan Radebe.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Gedeelte 4 van Erf 8046 in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot 264 (tweehonderd vier-en-sestig) vierkante meter.

Verwysing: P3/172.

Beskrywing: Erf met huisfondament.

Saak: 8085/93.

Vonnisskuldenaar: **Ramatlakane Joseph Mphasane en Nomalanga Evelyn Mphasane.**

Eiendom: Gedeelte 6 van Erf 8047 in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot 225 (tweehonderd vyf-en-twintig) vierkante meter.

Verwysing: P3/175.

Beskrywing: Erf met huisfondament.

Saak: 8086/93.

Vonnisskuldenaar: **Isaac Mokete Moropoli.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Gedeelte 5 van Erf 8023 in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot 255 (tweehonderd vyf-en-vyftig) vierkante meter.

Verwysing: P3/176.

Beskrywing: Erf met huisfondament.

Saak: 7704/93.

Vonnisskuldenaar: **Molefi Joshua Mtimkulu en Seipati Neriah Mtimkulu.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 13269 in die dorpsgebied Sebokeng Eenheid 11, Registrasieafdeling IQ, Transvaal.

Groot 256 (tweehonderd ses-en-vyftig) vierkante meter.

Verwysing: P3/158.

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak: 2711/92.

Vonnisskuldenaar: **Anderson Nkanyezi Msimanga.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1913 in die dorpsgebied Evaton North, Registrasieafdeling IQ, Transvaal.

Groot 280 (tweehonderd en tagtig) vierkante meter.

Verwysing: P2/73.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Gedateer te Vanderbijlpark op hede die 15de dag van April 1994.

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

Case 16159/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dolley: Faruk,** 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, 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 Erf 3029, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, area 600 (six hundred) square metres.

Situation: 14 Capricorn Street, Ennerdale Extension 3.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room with swimming-pool.

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

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

Dated at Johannesburg on the 20th 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. ForeclosuresN140:NC110.)

Case 34564/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Link Precast Flooring (Proprietary) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 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 Erf 1015, Rosettenville Extension Township, Registration Division IR, Transvaal, area 520 (five hundred and twenty) square metres.

Situation: 53 Main Street, Rosettenvile Extension.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, kitchen, lounge, family-room, two carports with precast walls around the property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 (two thousand rand) either in cash or bank-cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on the 20th 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. ForeclosuresN5:NT382.)

Saak 33931/93
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Teltron (Edms.) Bpk.,** Eiser, en **De La Rey, G. F. V.,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserwe prys gehou word by die kantore van die Balju, Kempstonlaan 49, Benoni, op Donderdag, 26 Mei 1994 om 10:00, van die Verweerder se ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van verkoping en welke voorwaardes by die kantore van die Balju, Kempstonlaan 49, Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 3093, in die Northmead-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, ook bekend as Derdestraat 35, Northmead, Benoni, gehou kragtens Akte van Transport T491/1984.

Verbeterings: —.

Hoofgebou: 'n Woonhuis met drie slaapkamers en 'n badkamer.

Buitegeboue: Garage, afdakke, bediende kamer, stoorkamer, buitetoilet. Die verbeterings word nie gewaarborg nie.

Bepalings: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank of bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Die koper moet afslaergelde, bereken teen 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, op die dag van die verkoping betaal.

Gedateer te Johannesburg hierdie 12de dag van April 1994.

Jac van Niekerk & Vennote Ing., Eiser se Prokureurs, Vierde Verdieping, North State-gebou, Marketstraat 95, hoek van Kruis, Posbus 88, Docex 606, Johannesburg. (Tel. 333-2144/5/6/7/8/9.) (Fax. 333-2217.) (Verw. C. Kleynhans/as/T7.)

Case 22698/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **George Richard Cunning,** Defendant

A sale without reserve will be held at the Sheriff's Office, 142 Struben Street, Pretoria, on Wednesday, 1 June 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff prior to the sale:

Erf 621, Noordwyk Extension 15 Township, Registration Division JR, Transvaal, being 621 Silvertree Street, Noordwyk Extension 15, Kempton Park, measuring 1 020 square metres.

Improvements described hereunder are not guaranteed:

Main building: Lounge, dining-room, two bedrooms, bathroom and kitchen.

Outbuildings: Fence.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of April 1994.

K. J. Braatvedt, for Smith Jacobus & Braatvedt, Plaintiff's Attorneys, c/o E. K. Fleischhauer & B. C. Behrens, 256 Hill Street, corner of Hill and Pretorius Streets, Arcadia, Pretoria. [Tel. (012) 342-5180.] (Ref. Mr Fleischhauer.)

Saak 8710/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Beperk,** Eiser, en **Henri Cecil Richard Gouws,** Eerste Verweerder, en **Anna Erasmus (Edms) Beperk,** Tweede Verweerder, en **Tafelkoppies Ontwikkelings (Edms) Beperk,** Derde Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 22 Oktober 1990, sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 20 Mei 1994 om 10:00, te die Landdroshof, Dellvillestraat, Witbank, aan die persoon wat die hoogste aanbod maak:

Erf 266, in die dorp Del Judor, Witbank, Registrasieafdeling JS, Transvaal, groot 1 555 vierkante meter, gehou kragtens Akte van Transport T9519/1969.

Die volgende inligting word verstrek maar nie gewaarborg nie:

Moderne woonhuis met dubbel geriewe.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping lê ter insae by die kantoor van die Balju, Witbank, Rhodestraat 3, Witbank.

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

Ernst J. V. Penzhorn, Prokureur vir Eiser, Tweede Verdieping, Unitedgebou, Esselenstraat 291, Sunnyside, Pretoria. (Tel. 341-3290/1.) (Verw. H240541.)

Case 33823/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Francis: Lorraine Minnie,** 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, 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 1 of Lot 341, Linden Township, Registration Division IQ, Transvaal, area 2 313 (two thousand three hundred and thirteen) square metres.

Situation: 23 Eighth Street, Linden.

Improvements (not guaranteed): A house under tiledroof consisting of three bedrooms, two bathrooms (main en suite), lounge, dining-room, kitchen, two carports 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 exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 21st 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. Foreclosures N4:NB158.)

Case 34393/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Msani: Siphiwe Peter,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoort Street, Boksburg, on Friday, 27 May 1994 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain: All the right, title and interest in the 99 year right of leasehold in respect of Erf 1642, Vosloorus Extension 2 Township, Registration Division IR, Transvaal.

Area: 330 (three hundred and thirty) square metres.

Situation: Stand 1642, Vosloorus Extension 2 Township.

Improvements (not guaranteed): A house under tiled roof consisting of two 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.

Dated at Johannesburg on this the 20th 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: ForeclosuresN140:NC137.)

Case 34394/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Du Preez: Megan Storm,** 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, 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: Erf 101, Rewlatch Township, Registration Division IR, Transvaal.

Area: 574 (five hundred and seventy-four) square metres.

Situation: 15 Ansel Road, Rewlatch, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, servant's toilet with precast and 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 this the 20th 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: ForeclosuresN5:NT346.)

Case 8557/92

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Lingham Moodley,** First Defendant, and **Elizabeth Phillipina Moodley,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan, on 6 August 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 3 June 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1740, Dalpark Extension 6 Township, situated on 12 Augrabie Avenue, Dalpark Extension 6, in the Township of Dalpark Extension 6, District of Brakpan, measuring 900 (nine 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 lounge, dining-room, family room, three bedrooms, bathroom with w/c and 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, Brakpan.

Dated at Brakpan on this the 21st day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6111/Mrs Teixeira.); c/o A. G. Smuts & Reid, First Floor, 631A Voortrekker Road, Brakpan.

Saak 12980/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. F. du Toit,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Augustus 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 3 Junie 1994 om 11:00:

Resterende Gedeelte van Gedeelte 8 (gedeelte van Gedeelte 2) van die plaas Buffelsdrift 281, bestaande uit drie gedeeltes, groot 28,5577 (twee agt komma vyf vyf sewe sewe) hektaar, gehou kragrens Akte van Transport T48330/85.

1. Gedeelte 47 (gedeelte van Gedeelte 8), Buffelsdrift JR, soos meer volledig sal blyk op Onderverdelingskaart LG A2610/49.

2. Gedeelte 59 (gedeelte van Gedeelte 8), Buffelsdrift 281, soos meer volledig sal blyk op Onderverdelingskaart LG A2622/49.

3. Gedeelte 60 (gedeelte van Gedeelte 8), Buffelsdrift 281 JR, soos meer volledig sal blyk op Onderverdelingskaart LG A2623/49 (beter bekend as plaas Buffelsdrift 281).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met teëldak, volvloermatte, eetkamer, sitkamer, kombuis, twee slaapkamers, badkamer, twee motorafdakke en buitegeboue met boorgat.

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

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

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR11532.)

Saak 4882/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **T. E. P. Genis,** Eerste Verweerder, en **A. E. Genis,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Maart 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid te Strubenstraat 142, Pretoria, aan die hoogste bieër op 1 Junie 1994 om 10:00:

Erf 1687, geleë in die dorpsgebied The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 013 (eenduisend en dertien) vierkante meter, beter bekend as 34 Jan Ellisstraat, The Reeds-uitbreiding 5.

Voorwaardes van verkoping:

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

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

'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, twee badkamers, stort, ingangsportaal en motorhuis.

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

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

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48013.)

Case 7671/92

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

In the matter between **Town Council of Brakpan,** Plaintiff, and **M. Faul,** Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 27 August 1993, the property listed hereunder will be sold in execution on 27 May 1994 at 11:00, at the premises of Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain: Portion 1 of Erf 882, Leachville, Registration Division IR, Transvaal, held by Deed of Transfer T31512/1990, measuring 966 (nine hundred and sixty-six) square metres, held by Deed of Transfer T31512/1990.

The property is defined as a residential stand, situated at 10 Touwsrivier Avenue, Leachville, Brakpan.

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

Main building: Lounge plus dining-room combined, two carports, bedroom plus main, bathroom and kitchen.

Outbuildings: Toilet, pre-cast fence and swimming-pool.

Building construction: Walls: Plastered bricks. Roof: Tiles.

The material conditions of sale are:

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

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

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

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

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

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

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

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

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

Case 4800/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndlelazane Mavis Nontyatya,** First Defendant, and **Mninikhaya Mathews Menaniso,** Second 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 17361, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17361 Vosloorus Extension 25, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H439.)

Saak 5421/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mokheseng Alexander Lebitso,** 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, 27 Mei 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 27 van Lot 76, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T30104/89, grootte 352 (driehonderd twee-en-vyftig) vierkante meter.

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

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 14de dag van April 1994.

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

Saak 7358/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Daniel Serame Mofokeng,** Eerste Verweerder, en **Ouma Topsy Jacobeth Francinah Mofokeng,** 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, 27 Mei 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 18 ('n gedeelte van Gedeelte 5) van Erf 47, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T36249/89, grootte 382 (driehonderd twee-en-tagtig) 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 'n 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 op hierdie 14de dag van April 1994.

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

Saak 7762/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Enoch Mudau Sithole,** Eerste Verweerder, en **Elizabeth Sithole,** 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, 27 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 285, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL21080/88, grootte 344 (driehonderd vier-en-veertig) 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 'n 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 op hierdie 14de dag van April 1994.

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

Saak 65192/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Van Rooyen O,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 4 November 1993, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noord oos, N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 4599, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Dovestraat 374, Eersterust-uitbreiding 6.

Gesoneer vir 'n woonhuis, verdeelbaar.

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

Verbandhouer(s): Saambou, Andriesstraat 227, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noord oos, Pretoriusstraat 1210, Hatfield, 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 15de dag van April 1994.

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

Saak 1902/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Julia Makopo,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 11 Maart 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 27 Mei 1994 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere alle reg, titel en belang in die huurpag vir woondoeleindes ten opsigte van Perseel 229, Blok DD, geleë in die woongebied Soshanguve, soos aangedui op Algemene Plan PB.13/1987 Vel 3, in die Jurisdiksiegebied van die Streekverteenwoordiger van die Departement van Ontwikkelingshulp.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, twee slaapkamers, badkamer/wk (met geriewe) en 'n kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping; die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0102).]

Saak 12240/92

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Silaule Daniel Ndlovu,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 8 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 781, Umfuyaneni, grootte 364 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. *Die koopprys is betaalbaar soos volg:* 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 18 April 1994.

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

Saak 1876/94

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Mzwamadoda Livingston Tyakiwe,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 15 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 26 Mei 1994 om 10:00, by die Balju Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 1371, Tembisa-uitbreiding 4, geleë te Erf 1371,Tembisa-uitbreiding 4, grootte 400 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. *Die koopprys is betaalbaar soos volg:* 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 18 April 1994.

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

Saak 3525/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jan Jacobus le Roux,** Eerste Verweerder, en **Madeleine Christelle le Roux,** Tweede Verweerder

'n Verkoping word gehou te Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, op 24 Mei 1994 om 10:00, van 'n eenheid bestaande uit:

Deel 3, soos getoon en vollediger beskryf op Deelplan SS98/83 in die skema bekend as Hermeika, ten aansien van die grond en gebou of geboue geleë te resterende gedeelte van Erf 794, in die dorp Muckleneuk, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan, 48 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n Bylae op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST24371/93 (3) (Unit), beter bekend as Hermeikawoonstelle 3, Walkerstraat 179, Muckleneuk.

Besonderhede word nie gewaarborg nie.

Woonstel bestaande uit 'n sitkamer, eetkamer, kombuis, bachelor slaapkamer, badkamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Margarethastraat 30, Pretoria.

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

Saak 3200/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nare Segodi,** Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 27 Mei 1994 om 11:00, van:

Erf 981, geleë in die dorpsgebied Soshanguve, Blok DD, Registrasieafdeling JR, Transvaal, groot 940 vierkante meter, gehou kragtens Akte van Transport T30208/92, beter bekend as 981 Blok DD, Soshanguve, Wonderboom.

Besonderhede word nie gewaarborg nie.

Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Besigtig voorwaardes by Balju, Wonderboom.

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

Case 17203/92
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 **Letele, Billyboy William,** First Execution Debtor, and **Motsoetsoane, Apathia,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 1 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 9039, situated in the Township of Tokoza, Registration Division IR, Transvaal, being 9039 Tokoza, Alberton, measuring 383 (three hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single sotrey 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 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/L140.)

Case 5589/94
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 **Julyan, Frederick 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, Roodepoort, on 3 June 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, Technikcon, Roodepoort, prior to the sale:

Certain Section 9, as shown and more fully described on Sectional Plan SS122/1984 in the building or buildings known as Dalmain Court, situated in the Township of Witpoortjie, being 9 Dalmain Court, McGrath Street, Witpoortjie, Roodepoort.

An undived 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, measuring 83 (eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with iron roof, comprising kitchen, lounge, entrance hall, separate toilet, bedroom and bathroom. The common property comprising of two servant's toilets and two store-rooms.

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

B. W. Weber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.114.)

Case 2253/94
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 **De Koker, Hendrik Christoffel,** First Execution Debtor, and **De Koker, Elizabeth Johanna,** 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, Krugersdorp, on 1 June 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 317, situated in the Township of West Krugersdorp, Registration Division IQ, Transvaal, being 88 Dekker Street, West Krugersdorp, measuring 595 (five 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 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 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 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/bt/D.296.)

Case 1925/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Mary Phyllis Wolmarans,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 11 February 1992, 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:

Erf 1424, Crytsal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 1 165 (one thousand one hundred and sixty-five) square metres, known as 12 Oriole Crescent, Crystal Park Extension 2, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Wall:* Brick and plaster. *Roof:* Tile. *Rooms:* Single storey, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less then R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20% (twenty per centum) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 19th day of April 1994.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N.S. Jury/N57.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 26 May 1994 at 10:00, **Nedcor Bank Limited,** Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being: 1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1994. 2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale:

Case Number 3346/94. Judgment Debtors: **Johan Hendrik Carstens & Sanet Carstens.** *Property:* Erf 1428 Birch Acres Extension 3, Registration Division IR, Transvaal, situated at 15 Vuurvink Street, Birch Acres Ext. 3. *Improvements:* Dwelling-house consisting of three bedrooms, dining-room, family room, bathroom, kitchen and lounge. Outbuildings consisting of three servants' quarters, two carports and driveway. *File Ref:* LN3815/4.

Case Number: 19860/93. Judgment Debtor: **Stanley Mounsear-Wilson.** *Property:* Holding 348, Bredell Agricultural Holdings Extension 1, Registration Division IR, Transvaal, situated at 348 Fourth Road, Kempton Park. *Improvements:* Dwelling-house consisting of lounge, two toilets, family/TV room, two and a half bathrooms, four bedrooms, kitchen, dining-room, study and bar. Outbuildings consisting of carport, driveway, pool with lapa, outbuildings, two garages, servant quarters. *File Ref:* LN3708.

Case Number: 7279/92. Judgment Debtors: **Badirwang Jacob Phakedi & Mantsho Elizabeth Phakedi.** *Property:* Right of leasehold over Erf 537, Lifateng Township, Registration Division IR, Transvaal, situated at 537 Lifateng Section, Tembisa. *Improvements:* Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms. *Outbuildings* consisting of garage and two outside rooms. *File Ref:* L281/92.

Case Number: 2444/92. Judgment Debtors: **Nzimani Isaac Madonsela & Mmaphoko Selina Madonsela & Manager Kalatshi Lubisi.** *Property:* Right of leasehold over Erf 166, Motsu Township, Registration Division IR, Transvaal, situated at 166 Motsu Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, three bedrooms, bathroom, kitchen and dining-room. *File Ref:* L61/92.

Case Number: 15224/90. Judgment Debtor: **Pheneas Rapuleng Phume.** *Property:* Right of leasehold over Erf 923, Tembisa Extension 4 Township, Registration Division IR, Transvaal, situated at 923 Tembisa Extension 4 Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* L469/90.

Case Number: 356/93. Judgment Debtors: **Thupa Isaac Nzimande & Thandeka Florence Nzimande.** *Property:* Right of leasehold over Erf 358, Tsepo Township, Registration Division IR, Transvaal, situated at 358 Tsepo Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, kitchen and dining-room. *Outbuildings* consisting of garage and two outside rooms. *File Ref:* LN3225.

Case Number: 15425/92. Judgment Debtors: **Hlekisa Jagers Ngwane & Malefu Rebecca Ngwane.** *Property:* Right of leasehold over Erf 203, Leboeng Township, Registration Division IR, Transvaal, situated at 203 Leboeng Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* L521/92.

Case Number 22391/93: Phatswa Jeremiah Lekgwathi & Mabel Busiswe Lekgwathi. *Property:* Right of leasehold over Erf 500, Lekaneng Township, Registration Division IR, Transvaal, situated at 500 Lekaneng Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* LN3782.

Case Number: 14507/91. Judgment Debtor: **Elsie Sanna Phanyane.** *Property:* Right of leasehold over Erf 273, Lekaneng Township, Registration Division IR, Transvaal, situated at 273 Lekaneng Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room. *Outbuildings* consisting of two outside rooms and garage. *File Ref:* L464/91.

Case Number: 21793/93. Judgment Debtors: **Duba Solomoni Sekwane & Phindiwe Beauty Sekwane.** *Property:* Right of leasehold over Erf 145, Leboeng Township, Registration Division IR, Transvaal, situated at 145 Leboeng Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* LN3756.

Case Number 20557/93. Judgment Debtors: **Lazarus Macosine Letlonkane & Khokhu Mary Letlonkane.** *Property:* Right of leasehold over Erf 519, Lekaneng Township, Registration Division IR, Transvaal, situated at 519 Lekaneng Section, Tembisa. *Improvements:* Dwelling-house consisting of bathroom, two bedrooms, dining-room, kitchen and toilet. *File Ref:* LN3736.

Case Number: 1955/94. Judgment Debtors: **Ditshego Freddy Chohledi & Matilda Chohledi.** *Property:* Right of leasehold over Erf 258, Leboeng Township, Registration Division IR, Transvaal, situated at 258 Leboeng Section, Tembisa. *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* LN3814/4.

L. J. Van den Heever, Schumanns, Permanent Plaza, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 01739/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **McDonald, Kirsty Richardson,** First Defendant, and **McDonald, Alexander Watt,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the Defendants, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1281, Bloubosrand Extension 11 Township, Registration Division IQ, Transvaal, area 933 (nine hundred and thirty-three) square metres, situated at 16 Rooipeer Street, Bloubosrand Extension 11.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, swimming-pool and with brick walls around property.

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

Dated at Johannesburg on this 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. Foreclosures N4:NB28.)

Case 29093/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ndlovu, Po Moses,** First Defendant, and **Ndlovu, Mayvis Thembani,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Germiston, at the office of the Sheriff, Fourth Floor, Standard Chambers, Germiston, on 26 May 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Germiston, prior to the sale:

Certain Portion 101 (a portion of Portion 4) of Lot 132, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, situated at 9 Wayvern Street, Klippoortje Park, Germiston, being the *domicilium citandi et executandi,* measuring 999 (nine hundred and ninety-nine) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, one w.c. Outbuildings: Garage and w.c.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel: 917-4631.) (Ref. Mrs Kok/N00026.)

Saak 296/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Cecil Francois van Staden,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 10 Februarie 1994, deur die Landdroshof, Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 27 Mei 1994 om 15:00, by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierdestraat 66, Springs, op voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Gedeelte 3 van Erf 1274, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T7736/1979, groot 1 211 (eenduisend tweehonderd en elf) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Woonhuis en buitegeboue.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendu koste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir belangstellendes.

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

W. Rossouw, vir McDonald Rossouw & Groenewald, Prokureur vir Eksekusieskuldeiser, Vyfdestraat 60, Springs. (Verw. mnr. Rossouw/il/4180.)

Saak 67448/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **D. J. Laas,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 19 Februarie 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieër op 3 Junie 1994 om 11:00:

Resterende gedeelte van Erf 1037, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, beter bekend as Weststraat 213, Pretoria-Noord.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Drie slaapkamer woonhuis met sitkamer, eetkamer, kombuis, badkamer, opwaseenheid, stoepe en met dubbelmotorhuis.

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

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

Geteken te Pretoria op hierdie 19de dag van April 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureur vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR01464.)

Saak 5772/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Gerhardus Petrus Marthinus Grobler,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 Februarie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 3 Junie 1994 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Tsunisingel 19, Theresapark-uitbreiding 21 en word omskryf as Gedeelte 19 van Erf 1514, Theresapark-uitbreiding 21, groot 375 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, teëls en volvloermatte en enkelmotorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju-fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 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, Wonderboom.

Geteken te Pretoria hierdie 18de dag van April 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Kruse/rm.)

Saak 73370/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Antoniades O. S.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 18 Februarie 1994, sal die onderstaande eiendom op 24 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 262, geleë in die dorpsgebied Colbyn, Registrasieafdeling JR, Transvaal, bekend as Doreenstraat 103, Colbyn, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, studeerkamer, waskamer, motorhuis, afdak, bediendekamer en toilet met teëldak.

Verbandhouer(s): ABSA Bank Ltd, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria Sentraal, Messcor Huis, Margarethastraat 30, 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 19de dag van April 1994.

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

Saak 25315/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mei Patrick Setshedi,** Eerste Verweerder, en **Emily Maphefo Setshedi,** Tweede Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 27 Mei 1994 om 11:00, van:

Erf 4647 geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 299 vierkante meter, gehou kragtens Akte van Transport van Huurpag TL52682/87 (beter bekend as Erf 4647, Blok N, Mamelodi).

Besonderhede word nie gewaarborg nie.

Woonhuis bestaande uit eetkamer, kombuis, twee slaapkamers en badkamer.

Besigtig voorwaardes by Balju, Wonderboom.

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

Saak 25331/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **Rajendran Moonsammy Ramsammy,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Maart 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 20 Mei 1994 om 11:00:

Hoewe 86, geleë te Welgedacht-landbouhoewes, Registrasieafdeling IR, Transvaal, grootte 1,7339 hektaar, gehou kragtens Akte van Transport T54156/93.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, 12de Straat 56, Springs.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n dak, bestaande uit vier slaapkamers, 1½ badkamer, sitkamer, eetkamer, kombuis. Buitegeboue synde 'n klein houthuisie vir tuingereedskap.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hede die 8ste dag van April 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933), (Verw. VD Burg/avdp/F.7839/B1.)

Case 54960/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Daniel Lendy Botes,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 1 June 1994 at 10:00, to the highest bidder:

Certain Remaining Extent of Holding 62, Lyttelton Agricultural Holdings, Extension 1, Registration Division JR, Transvaal, measuring 8570 square metres, situated at 283 Von Willigh Street, Lyttelton Agricultural Holdings, Extension 1, Lyttelton.

Terms and conditions:

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

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

Description of property: Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., TV-room, scullery, laundry and pantry.

Outbuildings: Three offices, two w.c.'s, three servant's rooms, kitchenette and three stoeps.

Other improvements: Brick walls, pvc tiles.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Plot 83, corner of Gerhard and Wes Streets, Lyttelton Agricultural Holdings, Verwoerdburg.

Signed at Pretoria on this the 20th day of April 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N689.)

Case 43/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 13018, Vosloorus Extension 23 Township, situated on 13018 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 418 (four hundred and eighteen) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7512/Mrs Kok.)

Case 42/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 13112, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13112 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 405 (four hundred and five) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7511/Mrs Kok.)

Case 41/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 2 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 13111, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13111 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 515 (five hundred and fifteen) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7510/Mrs Kok.)

Case 40/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 14 July 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13106, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13106 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7505/Mrs Kok.)

Case 47/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 1993 and writ of execution issued pursuant listed office bidder thereto, the property listed hereunder will be sold in execution on 27 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13110, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13110 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 444 (four hundred and forty-four) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7509/Mrs Kok.)

Case 45/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13109, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13109 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7508/Mrs Kok.)

Case 46/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13108, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13108 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7507/Mrs Kok.)

Case 39/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 July 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 13107, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13107 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7506/Mrs Kok.)

Case 44/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13019, Vosloorus Extension 23 Township, situated on 13019 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7513/Mrs Kok.)

Case 4798/92

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

In the matter between **Allied Bank,** a Division of ABSA Bank Limited, Plaintiff, and **L. L. E. Mkulisi,** Defendant

In pursuance of a judgement in the Court of the Magistrate of Brakpan and writ of execution dated 20 August 1992, the property listed hereunder will be sold in execution on 27 May 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 559, Brakpan-Noord Extension 1 Township, Registration Division IR, Transvaal, measuring 880 (eight hundred and eighty) square metres, held by Deed of Transfer T56413/91.

The property is defined as a residential stand, situated at 15 Talbot Street, Brakpan-Noord Extension 1, Brakpan.

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

Main building: Brick walls under tiled roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: Single garage and pre-cast walls.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan this 15h day of April 1994.

P. J. Cowling, for Trollip, Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C173/92.)

Saak 1263/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **ABSA Bank Beperk,** (86/04794/06), Eiser, en **T. H. D. Smith,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof soos toegestaan op 19 Januarie 1993 en daaropvolgende lasbrief vir eksekusie sal die ondervermelde eiendom op Vrydag, 27 Mei 1994 om 10:00, by die Landdroskantoor, Krugerstraat, Bronkhorstspruit, geregtelik deur die Bode van die Hof aan die hoogste bieder verkoop word;

Erf 1010, Uitbreiding 1, Bronkhorstspruit, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter.

Voorwaardes:

Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die koopprys op die dag van die verkoping en 'n bank- of bougenootskapwaarborg moet binne 14 (veertien) dae vanaf datum van die verkoping aan die Eiser se prokureurs gelewer word.

Die verkoopvoorwaardes wat onmiddellik voor die veiling voorgelees sal word sal ter inae lê by die Kantoor van die Geregsbode, Corneliusstraat 41, Bronkhorstspruit.

Geteken te Bronkhorstspruit hierdid 31ste dag van Maart 1994.

S. G. Serfontein, vir Faan Serfontein, Prokureur vir Eiser, Markstraat 30, Posbus 79, Bronkhorstspruit. [Tel. (01212) 23-034/5/6.) (Verw. 1249/92/serf/ho.)

Case 111130/93
PH 46

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Mrs Leibowitz, Rachel,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 21 January 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street entrance, Johannesburg, to the highest bidder on 27 May 1994 at 10:00:

Certain Erf 633, situated in the Township of Sydenham, Johannesburg, Registration Division IR, Transvaal, and Erf 634, Sydenham Township, Registration Division IR, Transvaal, measuring 495 square metres, held under Deed of Transfer T31796/1992.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the 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 is reported but nothing is guaranteed.

A large facebrick double-storey residence, consisting of: Six bedrooms, two main en suite's, plus third family bathroom and separate w.c., built-in cupboards, lounge, dining-room, fully tiled fitted kitchen, built-in oven/HOB, tiled floors, carpets in other rooms, tiled roof, cellar/staff room below house, outbuildings, two rooms, bathroom, w.c., garage in fair state of repair.

Property has: Pool, brick paved, driveway, precast walls, alarm, tandum I.B.R. carport for three cars.

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

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

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

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N182.)

Saak 2976/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Daniel Lucas Jacobus Kritzinger,** Verweerder

Kennis word hiermee gegee dat ingevolge uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 18 Maart 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 26 Mei 1994 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop word:

Sekere Gedeelte 29 van Erf 3364, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, met straatadres bekend as Mandolien-Oord 13, Elandspoort, groot 320 (driehonderd en twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sit/eetkamer, drie slaapkamers, kombuis, badkamer/w.k. en motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0109).]

Case 4571/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Andre Christiaan Duvenage,** Defendant, and **Christina Magdelena Duvenhage,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 21 May 1993 and warrant of execution dated 11 June 1993, the following property will be sold in execution on 25 May 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2081, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres.

Improvements: Single storey brick under tile, lounge/dining-room, two bedrooms, kitchen, bathroom, toilet, single garage, outside toilet and wire fence, known as 37 Orchard Street, Crystal Park Extension 3, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.

Dated at Benoni on this the 22nd day of April 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni. (Tel. 421-0921.) (Ref. Mrs Bluett/N1142.)

Case 126/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 28 June 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 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 13017, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13017 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 422 (four hundred and twenty-two) square metres.

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

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7514/Mrs Kok.)

Case 25919/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk,** Plaintiff, and **Johan Phillippus Jacobus Koch,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without reserve will be sold in execution to the highest bidder, to be held on 20 May 1994 at 10:00, in front of the Magistrate's Court, Moffat Street, Warmbaths:

Portion 10 (a portion of Portion 4) of the farm Turfbult 494, Registration Division KR, Transvaal, measuring 59,9572 hectares, held by the Defendant under Deed of Transfer T44510/92, situated on the old Pretoria Road ± 5 km from Warmbaths on the right hand side.

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

Dwelling-house consisting of three bedrooms, dining-room/lounge, kitchen, pantry and bathroom. Outbuildings consisting of small rondawel, two boreholes, one equipped with an electric pump and large cement dam.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Warmbaths.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R358215/as.)

Case 18467/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk,** Plaintiff, and **Jan Leendert Vermeulen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without reserve will be sold in execution to the highest bidder, to be held on 27 May 1994 at 10:00, in front of the Magistrate's Office, Bester Street, Nelspruit:

Portion 27 (a portion of Portion 26) of the farm Boschjeskop 250, Registration Division JT, Transvaal, measuring 27,9293 hectares, held by the Defendant under Deed of Transfer T39898/85, situated on the main road out of Nelspruit to White River, turn left at Lydenburg turnoff. ± 20 km turn right at White River turnoff. ± 5 km turn left and go through Mr Van Rooyens farm to reach the property.

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

A-frame house with bedroom, lounge/dining-room, kitchen, shower and toilet, pigstys, four store-rooms, six brick labours houses, farm dam.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Nelspruit.

D. J. Fourie, for Macrobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R375466/as.)

Case 13166/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Eksteen, John Paul,** 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 1 June 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 Portion 72 (a portion of Portion 51) of the farm Zeekoehoek 509, Registration Division JQ, Transvaal, being Portion 72 of the farm Zeekoehoek 509, Krugersdorp, measuring 5,1392 (five comma one three nine two) hectares.

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

A detached double storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, pantry, dressing room, three bedrooms and three 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 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 22nd day of April 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/E.68.)

Case 27107/92
PH 27107/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Laranjo, Celestino Ferreira Da Costa,** 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 2 June 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 470, situated in the Township of Bertrams, Registration Division IR, Transvaal, being 17 and 17A Carnarvan Street, Bertrams, Johannesburg, measuring 421 (four hundred and twenty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Two semi detached houses, brick build residence with iron roof, both comprising of entrance-hall, kitchen, pantry, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of double garage, carport and four store-rooms.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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). Mininum charges R200 (two hundred rand).

Dated at Johannesburg on this the 21st 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/L151.)

Case 604/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mphangwa George Sonnyboy Masemola,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 10 June 1994 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 22884, Mamelodi Extension 4, Registration Division JR, Transvaal, area 431 (four hundred and thirty-one) square metres, sitauted at 22884 Mamelodi Extension 4, Mamelodi.

Improvements (not guaranteed): A living-room, three bedrooms, separate bath and separate toilet and kitchen.

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

Dated at Pretoria on this the 25th day of April 1994.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101, Docex 70. [Fax. (012) 323-7431.] (Tel. (012) 326-8923.) (Ref. MJL/rm/L6454.)

Case 3538/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Petro Breytenbach,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00:

(a) Section 34, as shown on Sectional Plan SS34/77, in the building Sunhill, situated at Erf 1076, Wonderboom South Township, Local Authority City, Council of Pretoria, measuring 93 (ninety-three) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST34/77(34)(Unit) dated 6 May 1977, known as Flat 44, Sunhill, 976 Voortrekker Road, Wonderboom South.

Particulars are not guaranteed: *Flat:* Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Plus stoeproom and single lock up carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-397547/JAA/M. Oliphant.)

Case 1204/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Barend Martinus Beukes,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 27 May 1994 at 11:00:

Erf 1005, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 922 (nine hundred and twenty-two) square metres, known as 36 Squirrel Street, Theresa Park Extension 2.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms, double garage and toilet.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-397592/JAA/M/ Oliphant.)

Case 26440/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Rudolf Stefan Balzer,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00:

Erf 1032, in the Township of Silverton Extension 5, Registration Division JR, Transvaal, measuring 805 (eight hundred and five) square metres, known as 889 Fiskaal Street, Silverton Extension 5.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom. Garage and toilet.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc.(Tel. 328-6770 x 313.) (Ref. N1/B-369527/JAA/M. Oliphant.)

Saak 29475/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Adri Louria Liebenberg,** Verweerder

Erf 403, geleë in Jameson Park IR, groot 1 451 (eenduisend vierhonderd een-en-vyftig) vierkante meter, geleë te Stalardlaan 403, Jameson Park, T20141/1983 — Eksekusieveiling te Landdroskantore, Kersktraat, Nigel, op 3 Junie 1994 om 09:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendom is onbepaald. Geen waarborge word egter verskaf nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Nigel, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys 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 (veertien) dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie, plus BTW soos bepaal deur die reëls.

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

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

Case 180/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Joako Clifford Mokoena,** First Defendant, and **Sylvia Johanna Mokoena,** Second 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 1 June 1994 at 08:15, at the office of the Magistrate, Lydenburg, to the highest bidder:

Erf 1376, Masising Township, Registration Division JT, Transvaal, measuring 278 (two seven eight) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed):

Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended and the rules 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, Lydenburg, and at the offices of the undermentioned.

Dated at Nelspruit this 22nd day of April 1994.

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

Saak 316/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

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

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 28 Februarie 1994, die onderstaande eiendom te wete:

Erf 15614, Tsakane-uitbreiding 5, Brakpan-dorpsgebied, geleë te 15614 Tsakane-uitbreiding 5, Brakpan, bestaande uit 240 vierkante meter, met sonering residensieel, in eksekusie verkoop sal word op 27 Mei 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

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

Woning gebou van gepleisterde stene met teëldak, bestaande uit sitkamer, twee slaapkamers, badkamer plus toilet en kombuis.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 15de dag van April 1994.

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

Saak 4054/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **I. L. Steyn,** Verweerder

'n Verkoping word gehou te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 1 Junie 1994 om 10:00, van:

Erf 2773, in die dorp Wierda Park-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T79087/88 (beter bekend as Senekalstraat 54, Wierda Park-uitbreiding 2, Pretoria).

Besonderhede word nie gewaarborg nie.

Woonhuis van baksteen met teëldak, sitkamer, gesinskamer, kombuis, drie slaapkamers, badkamer en enkelmotorhuis.

Besigtig voorwaardes by Balju, Pretoria-Suid, te Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad.

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

Saak 2082/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **A. Mathada,** Eerste Verweerder, en **C. K. Mathada,** Tweede Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, op 3 Junie 1994 om 11:00, van:

Erf 8797, geleë in die dorpsgebied Mamelodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 438 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL63784/89 (beter bekend as 8797 Mamelodi-uitbreiding 2).

Besonderhede word nie gewaarborg nie.

Woonhuis van baksteen met teëldak, volvloer matte, warmwaterstelsel, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en enkelmotorhuis.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

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

Case 5219/92

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

In die saak tussen **J. H. Potgieter,** Eiser, en **J. F. Strydom,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 17 Mei 1993, en 'n lasbrief vir eksekusie word die volgende onroerende eiendom in eksekusie verkoop op 27 Mei 1994 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net nood van Sasko Meule), ou Warmbadpad, Bon Accord:

Dorp: Tileba.

Erfnommer: 0000150.

Registrasieafdeling: JR, Transvaal.

Diagramnommer: 22356/964.

Grootte: 1110 vierkante meter.

Uitklaring: Pretoria TPS.

Fisiese adres: Erichstraat 232, Tileba.

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

Reserweprys: Daar sal geen reserweprys wees nie.

Verbeterings:

Aanhangsel "A"

Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Gepleister/geverf.
2. *Dak:* Sink platdak.
3. *Woning bestaan uit:* Drie slaapkamers, sitkamer, kombuis, twee badkamers en eetkamer.
4. *Vloerbedekking:* Slaapkamers, sitkamer en badkamers het matte, kombuis en eetkamer het teels.
5. *Buitegeboue:* Toilet.
6. Is daar 'n swembad? Nee.
7. Is daar 'n boorgat? Nee.
8. Waarmee is eiendom omhein? Beton.

Verbeterings word gegee, maar nie gewaarborg nie.

Die eiendom staan ook bekend as Erichstraat 232, Tileba.

Terme en voorwaardes:

Terme: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord hierdie 25ste dag van April 1994.

Smuts, Uys & Van der Schyff, Prokureurs vir Eiser, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Posbus 16454, Pretoria-Noord. (Tel. 546-2331/2.) [Verw: JVDS/ALL/277 (K00012).]

Case 4097/94
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 **Christodoulou, Basilios,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 2 June 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 3107 situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 71 Thabanchu Avenue, Glenvista Extension 6, Johannesburg, measuring 1507 (one thousand five hundred and seven) square metres.

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

A vancant stand.

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 20th day of April 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.184.)

Case 3305/94
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 **Wasmuth, Paul Fredericke Herman,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 1 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Alberton, prior to the sale:

Certain Erf 986, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 127 Gladiolus Street, Roodekop, Alberton, measuring 868 (eight hundred and sixty-eight) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, office 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 pr 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 20th day of April 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/W152.)

Case 85212/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Rudolf Lodewyk Lewis,** First Defendant, and **Johanna Cecilia Hendriena Lewis,** Second Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00:

Portion 6 of Erf 26, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 996 square metres, known as 12 Bosfisant Street, East Lynne.

Particulars are not guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms, single carport, servant's room, toilet and swimming-pool.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 X313.) [Verw. N1/B-397503(353168)/JAA/M. Oliphant.]

Saak 433/93

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

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

Ingevolge 'n vonnis toegestaan in 'n lasbrief vir eksekusie gedateer word die volgende eiendom deur die Balju, op 27 Mei 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, Ou Warmbadpad, Bon Accord, tot die hoogste aanbod:

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

Voorwaardes van verkoping:

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

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

Beskrywing van eiendom: Huis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en TV kamer. *Buite geboue:* Enkel motorhuis, bediendekamer, toilet en afdak. *Ander verbeteringe:* Swembad, plaveisel hekke en inrylaan.

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

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

Gedateer te Pretoria.

Shapiro & De Meyer Inc., Derde Verdieping, Shapiro-gebou, Bureaulaan, Pretoria. (Verw. T. Kartoudes/MB/N840.)

Case 3957/91

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Mohan Dhaya Jeevan,** Defendant

In pursuance of a judgment in Court, for the Magistrate of Benoni, and writ of execution dated 14 January 1994, the property listed hereunder will be sold in execution on 15 June 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1090, Actonville Extension 3 Township, Registration Division IR, Transvaal, measuring 544 (five hundred and forty-four) square metres, held under Deed of Transfer F14081/1973, dated 13 August 1973, situated at 1090 Moodley Street, Actonville Extension 3.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey dwelling detached, brick and plaster, tiled roof, fitted carpets. lounge, dining-room, kitchen, seven bedrooms, two and a half bathrooms, shower, three toilets, kitchen prayer room and entrance, garage, servant's room and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer, the full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 214 Arcadia, 84 Prince's Avenue, Benoni.

Dated at Benoni on this 20th day of April 1994.

J. H. Boshoff, for J. H. Boshoff, Attorney for Plaintiff, First Floor, NBS Centre, c/o Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/lm/A298/91.)

Saak C57/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NSIKAZI GEHOU TE KABOKWENI

In die saak tussen **Saambou Bank Beperk,** Eiser, en **David Oupa Fakude,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, in 'n lasbrief vir eksekusie gedateer 22 Februarie 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 3 Junie 1994 om 12:00, te Landdroskantoor, Kabokweni, naamlik:

Standplaas 5612, Kanyamazane, distrik Nsikazi, groot 398 vierkante meter.

Verbeterings (nie gewaarborg nie): Die hoofwoonhuis bestaan uit drie slaapkamers, sitkamer, badkamer, kombuis en die huis is omhein met draad.

Verkoopvoorwaardes

1. Die eiendom sal voetstoots aan die hoogste bieër verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, van Posbus 401, Witrivier, 1240, met telefoonnommer (01311) 50911 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 21ste dag van April 1994.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. [Verw. mnr. Pienaar/EE/S9/94(1075).]

Case 83378/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Christo Waldo Smith,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Erf 440, in the Township of Eerstrust Extension 2, Registration Division JR, Transvaal, measuring 397 square metres, known as 446 Joseph Avenue, Eersterust Extension 2.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North-east, 1210 Pretorius Street, Hatfield, Pretoria.

Singed in Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392397/JAA/J. S. Herbst.)

Case 84472/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Kevin Barnett,** First Defendant, and **Evelyn-Barbara Barnett,** Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Section 6, as shown on Sectional Plan SS295/1988 in the building Elatus, situated at Portion 1, Erf 597, Arcadia JR, Transvaal, Local Authority City Council, Pretoria, measuring 94 square metres, and an undivided share in the common property in the land and building held under Certificate of Certificate of Sectional Registered Title Number ST295/1988 (6) (Unit) dated 23 September 1988, known as Flat 101 Elatus, 568 Church Street, Arcadia, 0184.

Particulars are not guaranteed: Two-bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387545(353154)/JAA/J. S. Herbst.)

Case 11933/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Johan Fredrick du Toit,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Remaining extent of Portion 3 of Erf 128, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 276 sqaure metres, known as 13 Hans Dons Avenue, East Lynne.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and rear attached TV-room and bedroom.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401369/JAA/J. S. Herbst.)

Case 4422/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **George Hussam Biro,** First Defendant, and **Artemis Maria Biro,** in her capacity as Surety, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Sections 35 and 83, as shown on Sectional Plan SS57/78, in the building Caledon, situated at Erf 1128, Sunnyside (Pta), City Council of Pretoria, measuring 88 square metres and 19 square metres respectively; and

an undivided share in the common property in the land and building held under Deed of Transfer ST40109/93.

Known as Flat 503, Caledon, 66 Cielliers Street, Sunnyside, Pretoria.

Particulars are not guaranteed: Two-bedroomed flat with lounge, dining-room, kitchen, bathroom and garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397514/JAA/J. S. Herbst.)

Case 11570/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Patrick Melvin Carroll,** First Defendant, and **Francis Judith Carroll,** Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Section 7 as shown on Sectional Plan SS64/81 in the building Mont Blanc situated at Erf 3192, Pretoria Township, Registration Division JR, Transvaal, Local Authority of Pretoria, measuring 84 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST31032/93, known as Flat 107, Mont Blanc, 315 Visagie Street, Pretoria.

Particulars are not guaranteed: One and a half bedroomed simplex flat with lounge, dining-room, kitchen, bathroom/w.c. and carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401359/JAA/J. S. Herbst.)

Case 9710/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Karen Swarts,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of:

Section 11, as shown on Sectional Plan SS83/1977 in the building Pamplona, situated at Erf 1085, Wonderboom South 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 Deed of Transfer ST99051/92, known as Flat 17, Pamplona, 985 Ninth Avenue, Wonderboom South.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen, bathroom and garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401331/JAA/J. S. Herbst.)

Case 1496/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Cornelius Rudolph Zwarts,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 27 May 1994 at 11:00, of:

Portion 144 (a portion of Portion 93) of the farm Haakdoornboom 267, Registration Division JR, Transvaal, measuring 8,5653 hectares, known as ROW.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401348/JAA/J. S. Herbst.)

Case 20513/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mankuke Christian Letsoalo,** First Defendant, and **Lynette Dinabantu Letsoalo,** Second Defendant

A sale in execution will be held on Friday, 27 May 1994 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in repect of Erf 11775, in the Town of Mamelodi, Registration Division JR, Transvaal, in extent 297 square metres, known as ROW.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, single garage and staff room.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387530/JAA/J. S. Herbst.)

Case 4083/91

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

In the matter between **United Building Society Limited,** Plaintiff, and **Modise Martin Nkomo,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 27 May 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 837 (now Erf 8716), in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 371 square metres, known as 8716 (previously 837), Mamelodi Extension 2 ROW.

Particulars are not guaranteed.

Dwelling with dining-room, kitchen, three bedrooms, bathroom and pergola.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-401375 (347357)/JAA/J. S. Herbst.]

Case 8428/92

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Joseph Mabuti Lephoto,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 27 May 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 25251, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 300 square metres, known as 25251 Mamelodi East, P.O. Rethabile.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-351286/JAA/J. S. Herbst.)

Case 7412/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Deon de Beer,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 27 May 1994 at 11:00, of:

Erf 1091, situated in the Township Theresapark Extension 2, Registration Division JR, Transvaal, measuring 846 square metres, known as corner of Vaalribbok and 31 Tsessebe Street, Theresapark Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, double garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387578/JAA/J. S. Herbst.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jörn Karl Martens,** Defendant

A sale in execution will be held on Friay, 27 May 1994 at 10:00, by the Sheriff for Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of Erf 1111, Geelhoutpark Extension 4, Registration Division JQ, Transvaal, in extent 875 square metres, known as 15 Rooibessie Street, Geelhoutpark Extension 4.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom with shower and toilet, garage and outside 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/C401396/JAA/J. S. Herbst.)

Saak 63361/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Limited,** trading as Trust Bank (Card Division), Vonnisskuldeiser, en **Du Toit, Pieter,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 16 November 1993, in die Pretoria-Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 1 Junie 1994 om 10:00, te 142 Strubenstraat, Pretoria, aan die hoogste bieër:

Beskrywing: Erf 246, geleë in die dorpsgebied Doringkloof met Registrasieafeling JR, groot negehonderd een-en-negentig (991) vierkante meter, gehou kragtens Akte van Transport T25744/85, straatadres: Sonjastraat 175, Doornkloof, Verwoerdburg.

Verbeterings: Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit: Drie slaapkamers, twee badkamers, kombuis met kaste, opwaskamer, gesinskamer, sitkamer, eetkamer, portaal, ingeboude kaste, bediendekamer met wasgeriewe, twee toesluit motorhuise, huis is gebou met klinkerstene, betonomheining en plaveisel.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton.

Gedateer te Pretoria op hede 22 April 1994.

Van Wyk De Vries, Eerste Verdieping, Momentumsentrum-Wes, Pretoriusstraat 329, Pretoria; Posadres: Posbus 3151, Pretoria, 0001. [Tel. (012) 320-4643.]

Saak 374/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

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

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Augustus 1993, toegestaan is, op 27 Mei 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 2224, geleë in die dorpsgebied Ackerville, Registrasieafdeling JS, Transvaal, groot 217 (twee een sewe) vierkante meter, gehou kragtens Akte van Transport TL37823/85.

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

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die koopprys is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode òf die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 19de dag van April 1994.

J. van Rensburg, vir Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat; Posbus 727, Witbank.

Case 123979/92
PH 176

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

In the matter between **City Council of Johannesburg,** Plaintiff, and **Meaker F.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 March 1993, the property listed hereunder will be sold in execution on Friday, 27 May 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 1414, Kensington, measuring 495 square metres, situate at 35 Cambridge, Road, Kensington, Johannesburg, held by Deed of Transfer T11376/1988, consisting of a three bedroomed dwelling under corrigated roof, dining-room, lounge, kitchen, bathroom, veranda, servant's quarters and garage, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, Unit A4, Sanlam Industrial Park, 22 Prop Street Off, John Street, Selby and contain *inter alia* the following provisions:

1. The per cent of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.

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

Dated at Johannesburg on the 29th day of March 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 337-7325/6.] (Ref. Ir/9608033.)

Case 30141/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Mphapang, Velaphi Samuel,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at in front of the Magistrate's Court, Westonaria, on 3 June 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Westonaria, prior to the sale, of the undermentioned property situated at:

2944 Modisa Otsile Avenue, Bakkersdal Extension 1, Westonaria being Erf 2944 Bekkersdal Township, Registration Division IQ, Transvaal, measuring 341 (three hundred and forty-one) square metres, held by Certificate of Registered Grant of Leasehold TL31068/88, which is zoned as residential and consists of (not guaranteed): A dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet.

2. *Terms:*

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

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

2.2.1 5% (Five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand); and

2.2.2 minimum charge of R200 (two hundred rand).

Dated at Johannesburg on this the 19th 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 4293/94
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Sishi, Gcinumuzi Moses,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street Johannesburg 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 562, Protea Glen Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TL32026/91, which is zoned as residential and consists of (not guaranteed): A dwelling: Two bedrooms, lounge, kitchen, bathroom, w.c. 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 charges, payable on the day of sale, to be calculated as follows:

2.2.1 5% (Five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand); and

2.2.2 minimum charge of R200 (two hundred rand).

Dated at Johannesburg on this the 19th 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 34484/93
PH 176

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

In the matter between **City Council of Johannesburg,** Plaintiff, and **Mitchell J. W. C.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 June 1993, the property listed hereunder will be sold in execution on Friday, 27 May 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 1287, Malvern, measuring 495 square metres, situate at 105 St Frusquin Street, Malvern, Johannesburg, held by Deed of Transfer T28089/85, consisting of a two bedroomed dwelling under corrigated roof, kitchen, bathroom, lounge, garage and servants' quarters, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg, 2001, and contain *inter alia* the following provisions:

1. The (10%) ten per cent of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.

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

Dated at Johannesburg on the 18th day of April 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 337-7325/6.] (Ref. LR/C1954916.)

Case 124309/92
PH 415

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Ferreira, Fernando da Silva,** First Judgment Debtor, and **Ferreira, Brigida,** Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the above Honourable Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held in front of the Court-house, Fox Street Entrance, on 20 May 1994 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Magistrate's Court, 100 Sheffield Street, Turffontein, Johannesburg, prior to the date of sale:

Erf 329, Linmeyer Township, Registration Division IR, Transvaal, measuring 827 (eight hundred and twenty-seven) square metres.

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

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

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

5% (five per centum) of the proceeds of the sale, minimum R200 (two hundred rand) up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

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

John Broido, Plaintiff's Attorneys, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141) (Ref. J. Broido/CGA.)

Saak 2320/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Abri Oosthuizen,** Eerste Eksekusieskuldenaar, en **Adri Oosthuizen,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur boegemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1328, Bonaeropark-dorpsgebied-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T11719/93, grootte 926 (negehonderd ses-en-twintig) vierkante meter, ook bekend as O'Harestraat 30, Bonaeropark-uitbreiding 3, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, familie/TV-kamer, studeerkamer, alles onder 'n teëldak, twee motorhuise en motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1120.)

Case 19671/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthimkulu Isaac Jabulane,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Stand 695, Zone 6 Extension 2, Sebokeng Township, Registration Division IQ, Transvaal, measuring 486 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL87623/1989, being 695 Zone 6, Extension 2 Sebokeng, Vanderbijlpark.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) 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.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z73772/FCLS/Mr Brewer/djl.)

Case 13189/93

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 **Koesietsile Mangwega Molatlhwa,** First Defendant, and **Moeletsi Elizabeth Molatlhwa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 54 Long Street, Lichtenburg, on Friday, 27 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, Lichtenburg at 54 Long Street, Lichtenburg:

The right of leasehold in respect of Erf 909, Boikhutso Township, Registration Division IP, Transvaal, measuring 349 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL64294/1988, being 909 Madupe Street, Boikhutso, Lichtenburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z72286/FCLS/Mr Brewer/djl.)

Case 23271/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabuti Mjongi Makakade,** 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 at the entrance of the Magistrate's Court, Fochville, 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, Potchefstroom at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3607, Wedela Township, Registration Division IQ, Transvaal, measuring 244 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL59774/1991, being 3607 Wedela.

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

The dwelling consists of lounge, kitchen, two bedrooms and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 13th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z59364/FCLS/Mr. Brewer/djl.)

Case 17606/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Link Technologies Holdings CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 167, Sharonlea Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 006 m^2, held by the Defendant under Deed of Transfer T48778/1989, being 167 Sun Place, Sharonlea Extension 6, Randburg.

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

The dwelling consists of entrance hall, two lounges, dining-room, three bedrooms, family room, three bathroom/w.c./shower, separate w.c., kitchen, scullery, double garage, servant's room, store and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48163/Ms. Isola/Ms. Glyn/cvdn.)

Case 12324/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Radinko Petrus Mokhele,** First Defendant, and **Meriam Selloane Mokhele,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 25 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 137, Jouberton Township, Registration Division IP, Transvaal, measuring 375 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL65067/1988, being 137 Jouberton.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71903/FCLS/Mr. Brewer/djl.)

Case 24169/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Maile Sweden Edward Batho,** First Defendant, and **Mokoaleli Theodora,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read ut by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 19, Meadowhurst Township, Registration Division IR, Transvaal, measuring 1 541 m^2, held by the Defendants under Deed of Transfer T7043/1992, being 2 Royce Road, corner of Royce and Hornbill Roads, Meadowhurst.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c./shower, carport and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75710/Ms. Isola/Ms. Glyn/cvdn.)

Case 8222/93
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **O'Neil Francois Petrus,** First Defendant, and **O'Neil Lucy May,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 36 of Erf 91, Meyerton Farms Township, Registration Division IR, Transvaal, measuring 1 471 m^2, held by the Defendants under Deed of Transfer T16626/1991, being 8 Duif Street, Meyerton, Small Farms, 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., separate w.c., kitchen, garage, servant's room and w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53354/FCLS/Mr Brewer/djl.)

Case 20308/93
PH 267

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Schungube Mapsange Noah,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 839, Zone 6 Extension, Sebokeng Township, Registration Division IQ, Transvaal, measuring 292 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL17190/1990, being 839 Zone 6, Extension 2, Sebokeng.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, kitchen and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73950/FCLS/Mr Brewer/djl.)

Case 00661/92
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Pather Sagren,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Van Riebeeck Street, Westonaria, 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, Westonaria at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 762, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 400 m^2, held by the Defendant under Deed of Transfer T11800/1985, being 762 Greenwish Street, Lenasia South Extension 3, Westonaria.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, bathroom/w.c. and bedroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z41030/FCLS/Mr Brewer/djl.)

Case 11399/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Lebuso Benjamin Molebeleli,** First Defendant, and **Mnisi Molebeleli,** 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 of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 145, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL92/1989, being 145 Jouberton Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69513/FCLS/Mr Brewer/djl.)

Case 5401/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokoena Mokete Johas,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1353, Lakeside Evaton Township, Registration Division IQ, Transvaal, measuring 228 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL57538/1990, being 1353 Lakeside, Evaton.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

Dated at Johannesburg this 15th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65531/FCLS/Mr Brewer/djl.)

Case 20256/92

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 **Mosekimang Johannes Matlaopane,** First Defendant, and **Dorcas Tlhalefang Matlaopane,** 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 11:00, of the undermentioned immovable property of the Defendants on the condition 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 espect of Erf 4368, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 197 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL83716/1989, being 606 Tshepo Street, Kanana Extension 3, Klerksdorp.

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

The dwelling consists of lounge, kitchen, two bedrooms and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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. Z56516/FCLS/Mr Brewer/djl.)

Case 4071/93

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 **Lindiwe Crescentia Mangale,** 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 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 4992, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 300 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL21990/1990, being 4992 Kanana Extension 3, Orkney.

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. Z65236/FCLS/Mr Brewer/djl.)

Case 11570/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Serame Abel Modise,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Fochville, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Stand 3119, Wedela Township, Registration Division IQ, Transvaal, measuring 247 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL9916/1991, being 3119 Wedela, Fochville.

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

The dwelling consists of two bedrooms, bathroom/w.c., lounge and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of February 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z69936.) (Ref. Z69936/FCLS/WR/Mr Brewer/djl.)

Saak 21090

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

In die saak tussen **Bellingan, M. J. W.,** Eiser, en **Bellingan, F. M.,** Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 2 Junie 1994 om 10:00, te Marshallstraat 131, Johannesburg, van die ondervermelde eiendom van die Eiser onderworpe aan die voorwaardes wat deur die Balju, Johannesburg-Wes, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju, Johannesburg-Wes, Von Brandisstraat 32, Johannesburg, ter insae sal lê:

Gedeelte 4 van Erf 01716 Triomf-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 644 (seshonderd vier-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T810/1977.

Die eiendom is:

1. Gesoneer Residensieel;

2. is geleë te Tuckerstraat 34, Triomf, Johannesburg;

3. is verbeter met 'n woonhuis met sinkdak en staalvensters bestaande uit: sitkamer, eetkamer, kombuis, vyf slaapkamers, twee badkamers, buite toilet en wasbak, gang, aantrekkamer, swembad, twee motorhuise en betonomheining.

Geen waarborg hoegenaamd word egter in hierdie verband 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 dae vanaf die datum van die verkoping aan die Balju vir Johannesburg verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Johannesburg-Wes, Tweede Verdieping, Von Brandisstraat 32, Johannesburg.

Gedateer te Johannesburg op hierdie 15de dag van April 1994.

E. Kilbourn, vir Kilbourns, Verweerder se Prokureurs, Longweg 106, Northcliff-uitbreiding 20, Johannesburg. (Tel. 477-4969.)

Case 08401/92

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

In the matter between **Nedcor Bank Limited,** formerly known as Nedperm Bank Limited (No. 51/00009/06), Plaintiff, and **Sishan C. C.,** 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-West at 131 Marshall Street, Johannesburg, on 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 Erven 1684 and 1685, Mayfair Township, Registration Division IQ, Transvaal, area 248 and 248 square metres, situated at 56 Third Avenue, Mayfair, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, two garages, servant's quarters and ablutions 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 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 the 15th day of April 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 1109/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Ntemo Alfred Dlangamandla,** First Defendant, and **Evodia Dibusend Dlangamandla,** Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 12 February 1993, and warrant of execution served on 21 march 1994, the undermentioned property will be sold on 1 June 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1980, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres.

Also known as Site 1980 Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 19th day of April 1994.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1178.)

Case 1124/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Charles Prentjies,** Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 12 February 1993, and warrant of exectuion served 21 March 1994, the undermentioned property will be sold on 1 June 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1934, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres,.

Also known as Site 1934, Moleleki Extension 3, Katlehong, district of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed):

Detached single storey conventional built residence under tiled roof comprising of two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 19th day of April 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1176.)

Case 1126/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Amos Maretsi Nkuna,** Defendant

Pursuant to a judgment granted by the above-mentioned Honourble Court, dated 12 February 1993 and warrant of execution served on 21 March 1994, the undermentioned property will be sold on 1 June 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1984, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1984, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising of two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

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

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

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

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

Dated at Bedfordview on this the 19th day of April 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1173.)

Case 172/92

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

In the matter between **Standard Bank of S.A.,** Plaintiff, and **A. Aleotti,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 January 1992, and subsequent warrant of execution the following property will be sold in execution at the Sheriff's Office, Germistion, Du Pisanie Building, 72 Joubert Street, Germiston, on Monday, 30 May 1994 at 10:00:

Erf and Township: Remaining Extent of Erf 1164, Bedfordview Extension 248 Township, held by Deed of Transfer T21868/1988, measuring 2138 square metres, Registration IR, Transvaal, also known as 17 Bowling road, Bedfordview.

Description of the property: Vacant land.

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 centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 15th day of April 1994.

M. D. Yammin, for B. Cooper, Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Ashton/NK/DN1813.)

Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street. (Ref. MDY/EH/FM001.)

Case 13908/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Sowden Ian Colin,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court 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 596, Douglasdale Extension 30 Township, Registration Division IQ, Transvaal, measuring 1 579 m^2, held by the Defendant under Deed of Transfer T31874/1989, being 18 Ronza Road, Douglasdale Extension 30.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, cloakroom, two bathrooms, kitchen, laundry, pantry, double garage, servant's room and outside w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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) of the auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69446/Ms. Isola/Ms. Glyn/cvdn.)

Case 14824/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Phokompe Mathsidiso Angela N.O.,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of the Sheriff for the Supreme Court, Johannesburg (Sheriff Soweto West) at 131 Marshall Street, Johannesburg, on Thursday, 26 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, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg.

The right of leasehold in respect of Lot 1127, in the Township of Protea North, measuring 232 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL14325/1986, being 1127 Protea North, P.O. Tshiawelo.

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

Dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and single garage.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48320/Ms. Isola/Ms. Glyn/cvdn.)

Case 5685/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nku John,** First Defendant, and **Nku Kabonina Anah,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 62523, Extension 17 Sebokeng, Registration Division IQ, Transvaal, measuring 308 square metres, held by the Defendants under Deed of Transfer TL32336/1990, being 62523 Sebokeng Extension 17, Vanderbijlpark.

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 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65698/FCLS/Mr Brewer/djl.)

Case 14723/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stephanus Hendrik van der Walt,** First Defendant, and **Gesina le Roux van der Walt,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 27 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 988, Oberholzer Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 056 square metres, held by the Defendants under Deed of Transfer T40728/1992, being 32 Lang Street, Oberholzer Extension 2.

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

The dwelling consists of: Lounge, three bedrooms, bathroom/w.c., kitchen, double garage and bathroom/w.c.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges 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 14th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73794/FCLS/Mr Brewer/djl.)

Case 18720/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pillay Nadarajan Ponambalam,** First Defendant, and **Pillay Shireen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 1053, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 522 square metres, held by the Defendants under Deed of Transfer T43700/1992, being 1053 Sweetbay Crescent, Zakariyya Park Extension 4.

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 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73132/FCLS/Mr Brewer/djl.)

Case 15116/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Motemekoane Mateadera Richwell,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Stand 128, Zone 7 Extension 1 Sebokeng Township, Registration Division IQ, Transvaal, measuring 359 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL46321/1989, being 128 Zone 7 Extension 1, Sebokeng.

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

The dwelling consists of: Lounge, kitchen, three bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69920/FCLS/Mr Brewer/djl.)

Case 04894/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Manenzhe Thivhulawi Phillip,** 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 22B Ockerse Street, Krugersdorp, on Wednesday, 25 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 3414, Kagiso Township, Registration Division IQ, Transvaal, measuring 266 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL23318/1989, being 3414, Kagiso.

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

The dwelling consists of: Lounge, dining-room, two bedrooms, bathroom/w.c. 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 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z42731/FCLS/Mr Brewer/djl.)

Case 33207/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkomo Benzelani Ellen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Stand 9143, Dobsonville, measuring 240 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL44999/1988, being 9143 Dobsonville.

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 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 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61215/FCLS/Mr Brewer/djl.)

Case 8066/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Botha Daniel Johannes,** First Defendant, and **Botha Amorene,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court 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 3566, Westonaria Township, Registration Division IQ, Transvaal, measuring 2 126 square metres, held by the Defendants under Deed of Transfer T8343/1991, being 10 Vygie Street, Westonaria.

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

The dwelling consists of: Entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate shower, kitchen, double garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66791/FCLS/Mr Brewer/djl.)

Case 17238/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Seloane Kitchner Godfrey,** First Defendant, and **Seloane Ramaredi Dinah,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Stand 1526, Zone 6, Extension 3 Sebokeng Township, Registration Division IQ, Transvaal, measuring 311 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL63577/1990, being 1526, Zone 6, Extension 3 Sebokeng.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72086/FCLS/Mr Brewer/djl.)

Case 3760/93

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 **Willem Hendrik Boshoff,** 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 90 Jansen Street, La Hoff, Klerksdorp, 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, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 0218, La Hoff Township, Registration Division IP, Transvaal, measuring 1 586 m^2, held by the Defendant under Deed of Transfer T71133/1987, being 90 Jansen Street, La Hoff, Klerksdorp.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, scullery, double garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges 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. Z65002/FCLS/Mr Brewer/djl.)

Case 24311/93
PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Mlotywa, Jabulani Sydney,** 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 Magistrate's Court Jan van Riebeeck Street, on 26 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan Van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 31 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL46919/88, which is zoned as residential and consists of (not guaranteed):

A dwelling.

2. *Terms:*

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

2.2 Auctioneer'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 19264/93
PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Zondo, Mzondwase Isaiah,** 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 Jan van Riebeeck Street, on 26 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Jan Van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Erf 3076, Wesselton Extension 1 Township, Registration Division IT, Transvaal, measuring 322 (three hundred and twenty-two) square metres, held by Certificate of Registered Grant of Leasehold TL5927/1990, which is zoned as residential and consists of (not guaranteed):

A dwelling, two bedrooms, lounge, kitchen, 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 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 18th 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 23184/93
PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Nkosi, Mfanafikile 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 Magistrate's Court Jan van Riebeeck Street, on 26 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan Van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 122 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL58685/1988, 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 bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer'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 18th 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.)

Saak 1177/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **K. M. Mmusi,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof, op 1 Maart 1994, sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 13429, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 370 (driehonderd en sewentig) vierkante meter, ook bekend as 13429 Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan: Die bepalings van die Landdroshofwet, en die regulasies daarkragtens uitgevaardig; die voorwaardes van die sertifikaat van geregistreerde huurpag; die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieër.

2. Die volgende verbetering is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak mure en vensters.

3. *Terme:* 10% (tien persentum) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18,75% (agttien komma sewe vyf persentum) 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 Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 15de dag van April 1994.

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. mej. Fourie/LF/S286.)

Case 25681/93
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Saambou Bank Limited,** Plaintiff, and **Felicia Heights CC,** First Defendant, and **Oosthuizen, Petrus Paulus,** Second Defendant, and **Ooshuizen, Morgan Rhys,** Third Defendant

In execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read 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, Randburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey unit consisting of lounge, dining-room, bathroom, toilet, two bedrooms, kitchen, stoop and garage.

Unit 2, as shown and more fully described on Sectional Plan SS70/93 in the scheme known as Felicia Heights, Erf 882, Windsor, in respect of the land and buildings situated at Windsor Township, Town Council of Randburg, being Stand 882, Windsor, measuring 95 square metres, held by the Defendants, under Sertificate of Registered Sectional Title ST70/93 (2) (Unit).

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a acceptable bank-guaranteed cheque with regard to the balance 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).

Dated at Randburg.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o J. S. G. Coetzee & Coetzee, Nineth Floor, 66 Smal Street Mall, corner of President and Smal Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/IVD/25/93.)

Case 25682/93
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Saambou Bank Limited,** Plaintiff, and **Felicia Heights CC,** First Defendant, and **Oosthuizen, Petrus Paulus,** Second Defendant, and **Oosthuizen, Morgan Rhys,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspectionprior to the sale at the offices of the Sheriff, Randburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey unit consisting of lounge, dining-room, bathroom, toilet, two bedrooms, kitchen, stoop and garage.

Unit 1, as shown and more fully described on Sectional Plan SS70/93 in the scheme known as Felicia Heights, Erf 882, Windsor, in respect of the land and buildings situated at Windsor Township, Town Council of Randburg, being Stand 882, Windsor, measuring 98 square metres, held by the Defendant, under Sertificate of Registered Sectional Title ST70/93 (1) (Unit).

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a acceptable bank-guaranteed cheque with regard to the balance 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 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 charge R200 (two hundred rand).

Dated at Randburg.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o J. S. G. Coetzee & Coetzee, Nineth Floor, 66 Smal Street Mall, corner of President and Smal Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/IVD/24/93.)

Saak 1799/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Kevin Roy Cullinan,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar, op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van bogemelde Balju:

Sekere Eenheid 10, soos meer volledig beskryf word in Deeltitel Plan SS22/85 in die skema bekend as Emmarina, geleë te Erf 2738, Kempton Park, sowel as die onverdeelde aandeel in die gemeenskaplike eiendom soos toegesê aan gemelde Eenheid 10, Registrasieafdeling IR, Transvaal, gehou onder Titelakte ST46400/93, grootte 78 (agt-en-sewentig) vierkante meter, ook bekend as Emmarina 10, Emmarina-Oaklaan, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en toilet, alles onder 'n sinkdak, die eiendom is omheim met betonmure, verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as 'n deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT134.)

Saak 1712/94

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

In die saak tussen **United Bank,** handeldrywende as ABSA Bank Limited, Eksekusieskuldeiser, en **Stephanus Petrus Louw,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar, op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1370, Glen Marais-uitbreiding 1, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T25872/90, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Geelhaakstraat 15, Glen Marais-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, studeerkamer, alles onder 'n teëldak, twee motorhuise, motoroprit en swembad met lapa, die eiendom is omhein met betonmure, verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT131.)

Saak 57/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Andries Pretorius de Kock,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar, op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1068, Norkem Park-dorpsgebied-uitbreiding 2, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T17338/92, grootte 973 (negehonderd drie-en-sewentig) vierkante meter, ook bekend as Blomspruitlaan 21, Norkem Park-uitbreiding 2, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit, die eiendom is omhein met betonmure, verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1105.)

Saak 7457/91

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Louis Stephanus Buys,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 106, Bonaero Park-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T4392/91, grootte 840 (agthonderd-en-veertig) vierkante meter, ook bekend as Aeroparguestraat 16, Bonaero Park, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, ses slaapkamers, badkamer, toilet, eetkamer, alles onder teëldak, motorhuis, motoroprit en motorafdak. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshof Wet.

Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB669.)

Saak 1873/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Gerrit Shaun Quintin Cloete,** Eerste Eksekusieskuldenaar, en **Amanda Cloete,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 86, Birchleigh-Noord-dorpsgebied-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T66809/91, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Dewaldstraat 21, Birchleigh-Noord, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer, toilet, alles onder teëldak en motorafdak. Die eiendom is omhein met betonmure en draadheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshof Wet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 18de dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT132.)

Saak 112265/93

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

In die saak tussen **United Bank,** Eksekusieskuldeiser, en **Dawid Schalk van der Merwe,** Eerste Eksekusieskuldenaar, en **Cheryl-Ann van der Merwe,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 486, Cresslawn-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T14818/93, grootte 1 041 (eenduisend een-en-veertig) vierkante meter, ook bekend as Steelweg 17, Cresslawn, Kempton Park.

Beskrywing: Woonhuis met eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, sitkamer, alles onder teëldak, motorhuis, motoroprit en swembad. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshof Wet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT81.)

Saak 1377/92

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Johannes Frederik Kilian,** Eerste Eksekusieskuldenaar, en **Gwenda Kilian,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 194, Birchleigh-Noord-dorpsgebied-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T6401/90, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Lydiastraat 26, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, alles onder 'n teëldak, motoroprit, motorafdak en swembad. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB808.)

Saak 596/94

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

In die saak tussen **Allied Bank,** handeldrywende as ABSA Bank, Eksekusieskuldeiser, en **Ilse Renate du Preez,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 28, Terenure-dorpsgebied-uitbreiding 6, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T90935/92, grootte 1 365 (eenduisend driehonderd vyf-en-sestig) vierkante meter, ook bekend as Swiestraat 20, Terenure-uitbreiding 6, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, familie-/TV-kamer, alles onder 'n sinkdak. Die eiendom is omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1110.)

Saak 14968/92

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Limited, Eksekusieskuldeiser, en **Graham Summerbell,** Eerste Eksekusieskuldenaar, en **Evette Summerbell,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1943, Norkem Park-dorpsgebied-uitbreiding 4, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T6410/92, grootte 1 037 (eenduisend sewe-en-dertig) vierkante meter, ook bekend as Stormsrivierweg 55, Norkem Park-uitbreiding 4, Kempton Park.

Beskrywing: Woonhuis met eetkamer, drie slaapkamers, kombuis, badkamer, toilet, sitkamer, alles onder 'n teëldak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT3.)

Saak 4048/91

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Keith Reginald Tabb,** Eerste Eksekusieskuldenaar, en **Maureen Scott,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 974, Van Riebeeck Park dorpsgebied-uitbreiding 4, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T69598/90.

Grootte: 1 059 (een duisend nege-en-vyftig) vierkante meter.

Ook bekend as: Bontebokstraat 30, Van Riebeeck Park-uitbreiding 4, Kempton Park.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teëldak, twee motorhuise, 'n motoroprit, 'n motorafdak en 'n swembad. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB634.)

Saak 18023/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Nicolaas Jacobus Erasmus,** Eerste Eksekusieskuldenaar, en **Johanna Erasmus,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 29, Terenure dorpsgebied-uitbreiding 6, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T66421/92.

Grootte: 1 390 (een duisend drie honderd en negentig) vierkante meter.

Ook bekend as: Swiestraat 22, Terenure-uitbreiding 6, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, alles onder 'n teëldak, en 'n motorafdak. Die eiendom is omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT96.)

Saak 14831/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Elliot Raymond Bisschoff,** Eerste Eksekusieskuldenaar, en **Joan Maud Bisschoff,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 528 Kempton Park dorpsgebied-uitbreiding 2, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T5762/92.

Grootte: 1 653 (een duisend ses honderd drie-en-vyftig) vierkante meter.

Ook bekend as: Swartstraat 70, Uitbreiding 2, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, buitekamer, motorhuis en 'n motoroprit. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1079.)

Saak 5546/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Hillel Gregory Shapiro,** Eerste Eksekusieskuldenaar, en **Caryl Ann Shapiro,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Gedeelte 10 soos meer breedvoerig beskryf word op Deeltitelplan SS56/84 in die skema bekend as Helouise, Birchleigh-Noord-dorpsgebied-uitbreiding 1, Kempton Park, CD 841022 Plaaslike Owerheid Kempton Park, Transportakte gehou onder Titelakte ST7536/92, grootte 194 (eenhonderd vier-en-negentig) vierkante meter, ook bekend as Eenheid 10, Helouise, Helouisestraat, Birchleigh-Noord-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, alles onder 'n teëldak en twee motorhuise.

'n Onverdeelde aandeel in die gemeenskaplike eiendom en geboue soos bepaal in die deeltitelplan soos toegesê aan die gemelde Gedeelte 10.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1024.)

Saak 17405/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Gerrit Ebenzer Meyer,** Eerste Eksekusieskuldenaar, en **Theresa Elizabeth Meyer,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2350, Birch Acres-dorpsgebied-uitbreiding 12, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T71304/92, grootte 872 (agthonderd twee-en-sewentig) vierkante meter, ook bekend as Piet My Vroustraat 93, Birch Acres-uitbreiding 12, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, alles onder 'n teëldak en 'n motoroprit.

Die eiendom is omhein met drie betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT101.)

Saak 543/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Colin Wayne Bartam,** Eerste Eksekusieskuldenaar, en **Tracy Lee McKenzie,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 94, Birchleigh-Noord-dorpsgebied-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T58319/92, grootte 1 395 (eenduisend driehonderd vyf-en-negentig) vierkante meter, ook bekend as Dewaldstraat 5, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, familie/TV-kamer, alles onder 'n teëldak, 'n motoroprit en motorhuis.

Die eiendom is gedeeltelik omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT126.)

Saak 12817/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Sean Janse van Rensburg,** Eerste Eksekusieskuldenaar, en **Gillian Jean Janse van Rensburg,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 94, Birchleigh-Noord-dorpsgebied-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T58319/92, grootte 1 395 (eenduisend driehonderd vyf-en-negentig) vierkante meter, ook bekend as Dewaldstraat 5, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, familie-/TV-kamer, alles onder 'n teëldak, motoroprit en 'n motorhuis.

Die eiendom is gedeeltelik omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT83.)

Saak 20532/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Nicolaas Casparus Botha,** Eerste Eksekusieskuldenaar, en **Marinda Elena Botha,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 851, Terenure-dorpsgebied-uitbreiding 16, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T109980/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Tearosestraat 19, Terenure-uitbreiding 16, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, alles onder 'n teëldak en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT113.)

Saak 1114/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Brian P. Shamrock,** Eerste Eksekusieskuldenaar, en **Daphne E. Shamrock,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 488, Birch Acres-dorpsgebied-uitbreiding 1, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T37878/93, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Muisvoël-straat 12, Birch Acres-uitbreiding 1, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, familie-TV-kamer, onder 'n sinkdak, motoroprit en 'n motorhuis.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT133.)

Saak 1912/92

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Franz Friederich Pellinat,** Eerste Eksekusieskuldenaar, en **Vanessa Clarice Pellinat,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Erf 598, Esther Park-dorpsgebied-uitbreiding 1, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T4936/91.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as Amantugulustraat 149, Esther Park-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, alles onder teëldak en 'n motoroprit. Die eiendom is omhein met twee kante betonheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees, en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB839.)

Saak 836/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Eugene Burlando,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Erf 2235, Birch Acres-dorpsgebied-uitbreiding 5, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T12389/93.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as Paradysvindstraat 10, Birch Acres-uitbreiding 5, Kempton Park.

Beskrywing: Woonhuis met sitkamer, eetkamer, vier slaapkamers, kombuis, twee badkamers, twee toilette, familie/TV-kamer, alles onder teëldak, motoroprit en motorhuis. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees, en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT128.)

Saak 6724/92

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Rosemarie Helen van Heerden,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Gedeelte 12, soos meer breedvoerig beskryf word op Deeltitel Plan SS 192/1990, in die gebou bekend as Edzeen Village, Edleen-dorpsgebied-uitbreiding 1, Kempton Park, asook 'n eksklusiewe gedeelte beskryf as Tuin Area G12, asook 'n eksklusiewe gedeelte beskryf as Werf Area Y12, Plaaslike Owerheid van Kempton Park.

Transportakte: Gehou onder Titelakte ST68483/91.

Grootte: 132 (eenhonderd twee-en-dertig) vierkante meter, ten opsigte van Eenheid 12, asook 117 (eenhonderd en sewentien) vierkante meter ten opsige van die Tuin Area G12, asook 14 (veertien) vierkante meter ten opsigte van die Werf Area Y12.

Ook bekend as Eenheid 12, Edzeen Village, Edleen-uitbreiding 1, Kempton Park.

Beskrywing: Wooneenheid met gekombineerde sit-/eetkamer, kombuis, drie slaapkamers, twee badkamers, drie toilette, alles onder teëldak, motorhuis, tuin area en 'n werf area, sowel as die onverdeelde aandeel in die gemeenskaplike eiendom. Die kompleks is omhein met betonmure.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees, en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB940.)

Case 10911/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mtshali Penelope Faith Nelisiwe Baai,** Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11884, in the Township of Vosloorus Extension 14, Boksburg, measuring 290 square metres, held under Deed of Transfer TL25772/90.

Description: Single storey house built of brick and/or cement under tiled roof consisting two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed..

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK185.)

Case 5200/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Ngobeni Nobesuthu Daphney,** First Defendant, and **Ngobeni Hlekane Jan,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11710, in the Township of Vosloorus Extension 14, Boksburg, measuring 269 square metres, held under Deed of Transfer TL14460/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed..

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK148.)

Case 3442/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Khumalo Vusumuzi Lewis,** First Defendant, and **Khumalo Nombulelo Margaret,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11660, in the Township of Vosloorus Extension 14, Boksburg, measuring 252 square metres, held under Deed of Transfer TL11201/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed..

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK22.)

Case 3439/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Motshabi Tau Samson Samuel,** First Defendant, and **Motshabi Mayita Winnie,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11432, in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL1736/90.

Description: Single storey house built of brick and/or cement under tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed..

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK32.)

Case 3440/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Maboea Samuel Abiel,** First Defendant, and **Maboea Morrin Siphiwe,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11427, in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL3442/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK20.)

Case 5224/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Masombuka Petrus,** First Defendant, and **Masombuka Magdeline,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11260, in the Township of Vosloorus Extension 14, Boksburg, measuring 253 square metres, held under Deed of Transfer TL30670/90.

Description: Single storey house built of brick and/or cement under tiled roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK149.)

Case 3647/90

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Sebati Malokwe John,** Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11136, in the Township of Vosloorus Extension 14, Boksburg, measuring 268 square metres, held under Deed of Transfer TL3436/90.

Description: Single storey house built of brick and/or cement under tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK103.)

Case 9372/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Ngobeni Job,** First Defendant, and **Ngobeni Thandi Happy,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 11087, in the Township of Vosloorus Extension 14, Boksburg, measuring 242 square metres, held under Deed of Transfer TL12623/90.

Description: Single storey house built of brick and/or cement under tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK21.)

Case 5228/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Ndungwane David,** Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10586, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL45303/90.

Description: Single-storey house built of brick and/or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposito of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK166.)

Case 10913/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Bida Alfred,** First Defendant, and **Bida Jane Selina,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10339, in the Township of Vosloorus Extension 14, Boksburg, measuring 271 square metres, held under Deed of Transfer TL4417/90.

Description: Single-storey house built of brick and or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK183.)

Case 6028/91

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Buthelezi Mthemgeni Cuthbert,** First Defendant, and **Buthelezi Ntombenhle Constance,** Second Defendant

On Friday, 27 May 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 1082, in the Township of Vosloorus Extension 3, Boksburg, measuring 288 square metres, held under Deed of Transfer TL4959/89.

Description: Single-storey house built of brick and/or cement under asbes roof consisting of a bedroom, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK6.)

Case 8015/93

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **J. R. N. White,** First Execution Debtor, and **W. A. White,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 25 January 1994, the following property will be sold in execution on Wednesday, 8 June 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 73, West Krugersdorp Township, Registration Division IQ, Transvaal, measuring 665 (six hundred and sixty-five) square metres, held by Deed of Transfer T44798/92, known as 22 Vorster Street, West Krugersdorp, upon which there is said to be erected a detached single-storey dwelling-house under iron roof and consisting of two bedrooms, lounge, bathroom and kitchen. The outbuildings consist of a garage, servant's room and toilet. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. Adevos/mw/K2297.)

Case 650/94

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **J. J. Schimper,** First Execution Debtor, and **M. C. J. Schimper,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 15 February 1994, the following property will be sold in execution on Wednesday, 8 June 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 240, Luipaardsvlei Township, Registration Division IQ, Transvaal, measuring 464 (four hundred and sixty-four) square metres, held by Deed of Transfer T11622/1991, known as 83 York Street, Luipaardsvlei, Krugersdorp.

Upon which there is said to be erected a detached single-storey dwelling-house under tile roof and consisting of two bedrooms, lounge, bathroom and kitchen. The outbuildings consist of servant's room and toilet. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K1560.)

Case 322/94

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **H. F. Potas,** First Execution Debtor, and **A. F. Potas,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 1 March 1994, the following property will be sold in execution on Wednesday, 8 June 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 687, Wentwoth Park Township, Registration Division IQ, Transvaal, measuring 1222 (one thousand two hundred and twenty-two) square metres, held by Deed of Transfer T2272/1985, known as 9 Incline Street, Wentworth Park, Krugersdorp.

Upon which there is said to be erected a detached single-storey dwelling-house under iron roof and consisting of three bedrooms, lounge, dining-room, 2½ bathrooms and kitchen. The outbuildings consist of garage, servant's room and toilet. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K680.)

Case 21324/93
PH 413

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ACE Pools (East Rand) (Pty) Ltd,** Plaintiff, and **Campbell, Craig William,** Defendant

In the execution where judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Germiston, at Fourth Floor, Standard Chambers, Germiston, on 26 May 1994 at 10:00, the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of sale and may be inspected at the offices of the Sheriff, prior to the sale:

1. Certain Erf 206, Dunvegan Township, Registration Division Transvaal.

2. Area 1041 (square metres) situated at 7 Frances Street, Duvengan, Germiston.

3. *Improvements* (not guaranteed): A brick house, iron roof and pre-fabricated wall around the property consisting of lounge, lounge, kitchen, bathroom, three bedrooms, and toilet and an outbuilding consisting of a garage.

4. *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 registration of transfer, to be secured by a bank or building society or other acceptable guarantees to be furnished with 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of sale and calculated 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) with a maximum fee of R6 000 (six thousand rand), and a minimum charge of R100 (one hundred rand).

Dated at Johannesburg on this the 15th day of April 1994.

Geoffrey Sutherns, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 337-7317.) (Ref. GS/kb/A79.)

Case 938/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pelser: Elizabeth Susanne,** 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, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand, on Wednesday, 25 May 1994 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Portion 8 of Erf 68, Kelvin Township, Registration Division IR, Transvaal.

Situation: 25 President Way, Kelvin.

Area: 1 921 (one thousand nine hundred and twenty-one) square metres.

Improvements (not guaranteed): Four bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room, study, two garages/store-room, under tiled and iron roof, staff quarters with ablution 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 15th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. SN041E/mgh/tf.)

Case 17217/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Choonara: Abdul Huk,** First Defendant, and **Choonara: Fawzia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, Lenasia, at 131 Marshall Street, Johannesburg, on Thursday, 26 May 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 1790, Lenasia Extension 1 Township, Registration Division IQ, Transvaal.

Situation: 99 Hummingbird Avenue, Lenasia Extension 1.

Area: 529 (five hundred and twenty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, dining-room, lounge, car-port, garage, property enclosed and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV31E/mgh/tf.)

Case 00679/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Pretorius: Annette,** 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, 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 prior to the sale:

Certain: Erf 364, Yeoville Township, Registration Division IR, Transvaal.

Situation: 34 Page Street, Yeoville.

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

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, study, studio, under iron roof, staff quarters 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 maksimum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 15th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR072E/mgh/tf.)

Case 10988/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Stand Fifty One Mayfair CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West, at 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 prior to the sale:

Certain: Erf 51, Mayfair Township, Registration Division IQ, Transvaal.

Situation: 1. 123 Queens Road, Mayfair, Johannesburg. 2. 123A Queens Road, Mayfair, Johannesburg.

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

Improvements (not guaranteed): A semi-detached dwelling each consisting of three bedrooms, bathroom, kitchen, lounge, under iron roof, staff quarters with ablutions 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 maksimum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ46E/mgh/tf.)

Case 18685/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Marshall: Ronie,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, Lenasia North, at 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 prior to the sale:

Certain: Erf 1471, Eldoradopark Township, Registration Division IQ, Transvaal.

Situation: 26 Sand Street, Eldoradopark.

Area: 363 (three hundred and sixty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, under asbestos roof 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 14th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY55E/mgh/tf.)

Case 5080/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Schourie: Sean,** 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, Randburg at 9 Elna Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 24 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 13, as shown and more fully described on Sectional Plan SS11/1979, in the scheme known as Kirstenbosch, in respect of the land and building or buildings situated at Cresta Extension 3 Township, Town Council of Randburg, of which section the floor area, according to the said section plan, is 95 (ninety-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. A unit consisting of:

(a) Section 60, as shown and more fully described on Sectional Plan SS11/1979, in the scheme known as Kirstenbosch, in respect of the land and building or buildings situated at Cresta Extension 3 Township, Town Council of Randburg, of which section the floor area, according to the said sectional plan, is 19 (nineteen) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation: Flat 2, Constantia, in the block known as Kirstenbosch, Ann Street, Cresta, Randburg.

Improvements (not guaranteed): Lounge, dining-room, two bedrooms, bathroom, kitchen, garage, swimming-pool in complex, under tiled roof 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 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD8E/mgh/tf.)

Case 21165/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mthimunye: Fani Petrus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 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 prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 583, Isithame Township, Registration Division IR, Transvaal.

Situation: Erf 583, Isithame Section, Tembisa.

Area: 258 (two hundred and fifty-eight) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, under iron roof, property enclosed and staff quarters with ablutions.

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 12th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP10/mgh/tf.)

Case 02712/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Menoe: 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 Sheriff, Krugersdorp, at corner of Ockerse and Rissik Streets, Klaburn Court 22B, Krugersdorp, on Wednesday, 25 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 13404, Kagiso Extension 8 Township, Registration Division IQ, Transvaal.

Situation: Erf 13404, Kagiso Extension 8.

Area: 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 13th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO192E/mgh/tf.)

Case 6955/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hiebner: Tasriq Moegamat Anwar,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 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 prior to the sale:

Certain: Erf 260, Bellevue East Township, Registration Division IR, Transvaal.

Situation: 1. 64 Bezuidenhout Street, Bellevue East. 2. 64A Bezuidenhout Street, Bellevue East. 3. 66 Bezuidenhout Street, Bellevue East.

Area: 521 (five hundred and twenty-one) square metres.

Improvements (not guaranteed): Three semi-detached dwellings, each consisting of entrance hall, lounge, two bedrooms, bathroom, kitchen, under iron roof, property enclosed and staff quarters with ablutions.

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 13th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR248E/mgh/tf.)

Case 02715/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moloto: Mokgadi Sophonia,** First Defendant, and **Moloto: Mogabude Jeanette Dihlodiso,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 26 May 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 30, Ibazelo Township, Registration Division IR, Transvaal.

Situation: Lot 30, Ibazelo Section, Tembisa.

Area: 300 (three hundred) square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, under tiled roof 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 13th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP21/mgh/tf.)

Case 02714/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mankayi: Sicelo Ellington,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 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 prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 195, Umthambeka Township, Registration Division IR, Transvaal.

Situation: Erf 195, Umthambeka Section, Tembisa.

Area: 256 (two hundred and fifty-six) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, garage, under iron roof, property enclosed and staff quarters with ablutions.

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 13th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP23/mgh/tf.)

Case 6954/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Buytendag: Gerhardus Petrus,** 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 North, at 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 prior to the sale:

Certain: Portion 1 of Erf 585, Westdene Township, Registration Division IR, Transvaal.

Situation: 30 Seymour Street, Westdene, Johannesburg.

Area: 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, kitchen, two carports, jacuzzi, under iron roof 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 13th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD10E/mgh/tf.)

Case 1220/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tshwene: Amos Kara,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 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, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1170, Tembisa Extension 4 Township, Registration Division JR, Transvaal.

Situation: Erf 1170, Tembisa Extension 4.

Area: 315 (three hundred and fifteen) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP15/mgh/tf.)

Case 18213/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moutlwatse: Refiloe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East at 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, prior to the sale:

Certain:

1. A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS167/83 in the building or buildings known as Bellair, situated at Bellevue East Township, in the local authority of Johannesburg, of which section the floor area, according to the sectional plan is 98 (ninety-eight) square metres in extent; and

A 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 2, Bellair, 46 Bezuidenhout Road, Bellevue East.

Improvements (not guaranteed): Two bedrooms, bathroom, toilet, lounge/balcony/dining-room; garage/store-room under tiled roof.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR309E/mgh/tf.)

Case 00962/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngomane: Shamane Ekson,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 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, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1105, Maokeng Extension 1 Township, Registration Division IR, Transvaal.

Situation: Erf 1105, Maokeng Extension 1 Section, Tembisa.

Area: 302 (three hundred and two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled 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.

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

Dated at Johannesburg on this the 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP11/mgh/tf.)

Case 4585/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Denben Investments CC** (No. CK 87/20324/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 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, prior to the sale:

Certain: Erf 1112, Yeoville Township, Registration Division IR, Transvaal.

Situation: 26 Kenmere Street, Yeoville.

Area: 587 (five hundred and eighty-seven) square metres.

Improvements (not guaranteed): Entrance hall, open plan lounge/dining-room, three bedrooms, two bathrooms, open plan kitchen, jacuzzi, under iron roof, property enclosed, staff quarters with ablutions.

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.

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

Dated at Johannesburg on this the 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR347E/mgh/tf.)

Case 17330/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mahlangu Jhoshiwa Joshua,** First Defendant, and **Mahlangu Ivy,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall 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 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5102, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 5102, Chiawelo Extension 4 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 19th 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. M15633/SC.)

Case 21588/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Poole Phyllis Charlotte,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 1 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Erf 67, Brackendowns Township, Registration IR, Transvaal, measuring 1 102 (one thousand one hundred and two) square metres, situated at 8 Maple Street, Brackendowns Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms, two bathrooms, family room and study.

Outbuildings: Garage, two carports, servants' quarters and swimming-pool.

The property is zoned residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 19th 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. P16683/PC.)

Case 33879/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ramonotsi Dillo Seth,** First Defendant, and **Ramonotsi Mhlekazi Getrude,** 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 2 June 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1393, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 327 (three hundred and twenty-seven) square metres, situated at Erf 1393, Jabavu Central Western Township.

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

Dwelling under tiled roof, three bedrooms, bathroom, kitchen and lounge/dining-room. *Outbuilding:* 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, 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 20th 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. R19091/PC.)

Case 04163/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shabangu Nhlanhla Naphtali,** First Defendant, and **Shabangu Mantoa Revonia,** 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 2 June 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 4963, Jabavu Extension 3 Township, Registration Division IQ, Transvaal, measuring 305 (three hundred and five square metres, situated at Erf 4963, Jabavu Extension 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 and store-room.

The property is zoned residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 19th 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. S26559/PC.)

Case 5452/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thenjwayo Norman,** First Defendant, and **Thenjwayo Dorah,** 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 2 June 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 460, Mofolo South Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 460, Mofolo South 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 two bedrooms.

Outbuildings: Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. T20330/PC.)

Case 34037/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thusini David,** First Defendant, and **Thusini Jabulile Constance,** 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 2 June 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 3947, Jabavu Extension 1 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 3947, Jabavu Extension 1 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. T25774/PC.)

Case 11375/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tshabalala Badigile Sarah,** 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 2 June 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 1132, Senaoane Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 1132, Senaoane Township.

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

Outbuildings: Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 19th 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. T20598/PC.)

Case 3948/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Valashiya Mciteki Tommy,** First Defendant, and **Valashiya Mamofaladi Roseline,** 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 2 June 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 6, Mofolo North Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 6, Mofolo North Township.

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

Outbuildings: Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. V26494/PC.)

Case 03023/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zwane Mkhohliswa Meshack,** First Defendant, and **Zwane Ntombizini Cyphrad,** 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 2 June 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 152, Emdeni Township, Registration Division IQ, Transvaal, measuring 314 (three hundred and fourteen) square metres, situated at Erf 152, Emdeni Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof and lounge. *Outbuilding:* Two single garages.

The property is zoned as 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.

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

Signed at Johannesburg on this the 19th 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. Z10289/PC.)

Case 29748/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndumo, Mfana Petrus,** First Defendant, and **Ndumo, Sinati Mirriam,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall 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 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 2807, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 296 (two hundred and ninety-six) square metres, situated at Erf 2807, Emdeni Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen and lounge. *Outbuildings:* Three garages.

The property is zoned as 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.

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

Signed at Johannesburg on this the 19th 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. N18198/PC.)

Case 5152/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msimanga Pipi Moses,** First Defendant, and **Msimang Cecil,** 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 2 June 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 3751, Zola Township, Registration Division IQ, Transvaal, measuring 225 (two hundred and twenty-five) square metres, situated at Erf 1415B, Zola North Township.

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

The property is zoned as 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.

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

Signed at Johannesburg on this the 19th 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. M26709/PC.)

Case 4277/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mathebula Vusumuzi Gideon,** 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 2 June 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 529, Madondo Street, Mofolo South Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at 529 Madondo Street, Mofolo South 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:* Three single garages and toilet.

The property is zoned as 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.

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

Signed at Johannesburg on this the 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. M26575/PC.)

Case 21264/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Malowa Walter,** First Defendant, and **Malowa Shonisani Winnie,** 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 2 June 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 9211, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, situated at Erf 9211, Pimville Zone 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept single-storey dwelling under tiled roof, three bedrooms, bathroom, kitchen, lounge, dining-room and family 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.

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

Signed at Johannesburg on this the 19th 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. M15984/PC.)

Case 34035/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Malinga Richard Mabona,** First Defendant, and **Malinga Nomvula Grace,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the Magistrate's Court, Church Street, Nigel, on 3 June 1994 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Church Street, Nigel, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8654, Duduza Township, Nigel, Registration Division IR, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 8654, Duduza Township, Nigel:

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

The property is zoned Residential.

Terms: 10% (ten per 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.

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

Signed at Johannesburg on this the 15th 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. M25765/PC.)

Case 32349/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mahlangu Zachie Henrietha Lushabua N.O.,** executrix in the estate late **Mahlangu Solomon Fanyana,** 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, Church Street, Nigel, on 3 June 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Church Street, Nigel, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8398, Duduza Township, Nigel, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 8398, Duduza Township, Nigel.

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

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.

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

Signed at Johannesburg on this the 15th 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. M20466/PC.)

Case 12951/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Gert van Deventer,** First Defendant, and **Yolande Louise van Deventer,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 3 June 1994 at 11:00, to the highest bidder:

Certain Section 2, as shown and more fully described on Sectional Plan SS394/93, in the scheme known as Dexter in respect of the land and buildings situated at Erf 214, in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 112 (one hundred and twelve) square metres, situated at 2 Dexter, 574 Holihock Street, Doornpoort.

Terms and conditions:

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

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

Description of property: Duet, lounge, dining-room, kitchen, two bedrooms, one and a half bathroom, shower and two w.c.'s. *Outbuildings:* Garage and toilet. *Other:* Garden and parking.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's office at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 26th day of April 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1173.)

Case 13679/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Robert Harris,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 27 May 1994 at 11:00, to the highest bidder:

Certain Plot 34, Wonderboom Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,0609 hectares, situated at Plot 34, old Warmbaths Road, Wonderboom Agricultural Holdings.

Terms and conditions:

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

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

Description of property: Lounge, dining-room, kitchen, three bedrooms, bathroom plus toilet, shower, study-room and plus toilet, shower, study-room and closed stoep. *Outbuildings:* Garage, three servants' rooms, toilet, zink store-room and lapa without roof. *Other:* Two boreholes and wire fence.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Office at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this 25th day of April 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1179.)

Saak 5973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Johanna Catherina Herold,** Eiser, en **Godfried Jacob Rheeder,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 November 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 3 Junie 1994 om 11:00:

Gedeelte 220 (gedeelte van Gedeelte 84) van die plaas Witfontein 301, Registrasieafdeling JR, Transvaal, groot 21 415 vierkante meter, gehou onder Titelakte T6901/1993. Die eiendom is ook bekgehou onder Titelakte T6901/1993. Die eiendom is ook bekend as 'n oop stuk grond.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, gedeelte 83 De Onderstepoort (net noord van Sasko Meule op Warmbadpad, Bon Accord).

Verbeterings: Geen.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, gedeelte 83 De Onderstepoort (net noord van Sasko Meule en Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 29ste dag van April 1994.

Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. D. Griessel/RSwanepoel/evr.)

Saak 19702/93

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

In die saak tussen **Bank of Lisbon International Ltd,** Eiser, en **Sandor I. Bazso,** Verweerder

Kragtens 'n vonnis in die Landdroshof, Kempton Park, gedateer 24 Desember 1993, en 'n lasbrief vir eksekusie gedateer 11 Februarie 1994, sal die ondergelyste eiendom op 26 Mei 1994 om 10:00, te die Baljukantoor, Parkstraat 8, Kempton Park, in eksekusie verkoop word:

Erf 28, Croydon-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 034 (eenduisend en vier-en-dertig) vierkante meter, bestaande uit onontwikkelde erf.

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

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapsleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- bouverenigingswaarborg binne veertien (14) dae na datum van verkoping.

Die verkoopvoorwaardes sal voor aanvang van die verkoping voorgelê word en sal by die kantore van die Balju, Parkstraat 8, Kempton Park, ter insae lê.

Gedateer te Kempton Park op hierdie 20ste dag van April 1994.

L. D. Sim, vir Sim-Kotzé Ing., Eerste Verdieping, Monumentpark, Monumentweg 11, Kempton Park. (Verw. mnr. Sim/HleR/mej. Landman/B.18L.)

Saak 23016/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank,** handeldrywende as Nedbank, Eiser, en **Christiaan Phillippus Zwarts,** Eerste Verweerder, en **Maria Magdalena Zwarts,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op Dinsdag, 24 Mei 1994 om 10:00, van die Verweerder se ondervermelde eiendom op die voorwaardes wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, voor die verkoping ter insae sal lê:

1. Sekere Deel 4, soos getoon en vollediger beskryf op Deelplan SS51/1981, in die skema bekend as Ninon, ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Sunnyside, Plaaslike Owerheid: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan, 78 vierkante meter groot is.

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die Skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST37990/92 (ook bekend as Ninonwoonsgtelle 104, Johnsonstraat, Sunnyside, Pretoria).

1.1 *Verbeterings* (nie gewaarborg nie): 'n Woonstel bestaande uit twee slaapkamers, badkamer, sit/eetkamer, kombuis, veiligheidsdeur by voordeur en onderdakparkering.

Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie 25ste dag van April 1994.

A. S. Schempers (N.20476), vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria.

Aan: Die Griffier van die Hooggeregshof, Pretoria.

Saak 23765/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** handeldrywende as Nedbank, Eiser, en **Daniel Christiaan Starbuck,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Kempton Park, te Parkstraat 8, Kempton Park, op Donderdag, 26 Mei 1994 om 10:00, van die Verweerder se ondervermelde eiendom op die voorwaardes wat deur die vendusie-afslaer te wete die Balju, Kempton Park, gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Kempton Park, voor die verkoping ter insae sal lê:

Sekere Erf 528, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 (eenduisend) vierkante meter, bekend as Gazaniastraat 9, Estherpark-uitbreiding 1, Kempton Park, gehou kragtens Akte van Transport T33386/93.

Verbeterings: 'n Woonhuis met eetkamer, toilet, badkamer, drie slaapkamers, kombuis, eetkamer, motorhuis en motorafdak.

Die verbeterings word nie gewaarborg nie.

Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie 18de dag van April 1994.

A. S. Schempers (N.20483), vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria.

Aan: Die Griffier van die Hooggeregshof, Pretoria.

Case 23402/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Univec Management Services CC,** First Defendant, **Holding 322 Glen Austin CC,** Second Defendant, **Calitz, Leon,** Third Defendant, and **Calitz, Irma,** Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve will be held at the offices of the Sheriff of the Supreme Court, Midrand, 2 North View, 45 Richards Drive, Halfway House, on 25 May 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address, prior to the sale:

Certain Holding 322, Glen Austin Agricultural Holdings Extension 1, Registration Division IR, Transvaal, situated at Holding 322, Van Riebeeck Street, Glen Austin, Extension 1, measuring 2,8819 hectares.

The property is situated in a residential area. The property has no improvements.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of April 1994.

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Sheriff of the Supreme Court, 2 North View, 45 Richards Drive, Halfway House. (Tel. 315-1407.)

Case 926/94
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 **Shearer James Winning,** 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 3 June 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 272, situated in the Township of Florida Park, Registration Division IQ, Transvaal, being 50 Danile Malan Avenue, Florida Park, Roodepoort, measuring 1 636 (one thousand six hundred and thirty-six) square metres.

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

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

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

Dated at Johannesburg on this the 26th day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.502.)

Saak 4376/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE RETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Charl Frederic Rautenbach,** Eerste Verweerder, en **Jane Luise von Hoesslin,** Tweede Verweerder

'n Verkoping word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 1 Junie 1994 om 10:00, van 'n eenhied bestaande uit:

Deel 70, soos getoon en vollediger beskryf op Deelplan SS390/88 in die skema bekend as La Paradise, ten aansien van die grond en gebou of geboue geleë te Erf 3067, Garsfontein-uitbreiding 10-dorpsgebied, Plaaslike Owerheid: Stadsraad Pretoria, van welke deel die vloeroppervlakte volgens voormelde Deelplan 129 (eenhonderd nege-en-twntig) vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST2852/93 (70) (Unit), bekend as La Paradisewoonstelle 70, Great Danestraat, Garsfontein-uitbreiding 10, Pretoria.

Besonderhede word nie gewaarborg nie.

'n Drieslaapkamerwoonstel met sitkamer, eetkamer, gesinskamer, kombuis, opwaskamer, badkamer, volvloermatte en twee motorafdakke.

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

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Saak 11231/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE RETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **B. M. Beukes,** Verweerder

'n Verkoping word gehou te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 1 Junie 1994 om 10:00, van 'n eenhied bestaande uit:

Erf 1846, in die dorp Rooihuiskraal-uitbreiding 18, Registrasieafdeling JR, Transvaal, groot 1 174 vierkante meter, gehou kragtens Akte van Transport T36470/91, beter bekend as Phalaropestraat 44, Rooihuiskraal.

Besonderhede word nie gewaarborg nie.

'n Baksteen woonhuis met teëldak, vinielteëlvloere en volvloermatte, sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, ingeboude kaste, warmwaterstelsel, dubbel motorhuis, bediende kamer met toilet en twee stoorkamers.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Saak 16125/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Motibedi Johannes Raseroka,** Verweerder

'n Verkoping word gehou voor die Landdroshofkantore, Cullinan, op 3 Junie 1994 om 11:00, van die Verweerder se reg, titel en belang in die huurpag ten opsigte van:

Erf 98, geleë in die dorpsgebied Refilwe, Registrasieafdeling JR, Transvaal, groot 297 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL635/88, beter bekend as Huis 98, Refilwe.

Besonderhede word nie gewaarborg nie.

'n Baksteenwoonhuis met asbesdak, gepleisterde plafonne, volvloermatte, drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis.

Besigtig voorwaardes by Balju, Cullinan, Cornelisstraat 41, Bronkhorstspruit.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel.)

Saak 18387/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Siphiwe Bernard Ndinisa,** Verweerder

'n Verkoping word gehou te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord, op 3 Junie 1994 om 11:00, van:

Erf 19431, geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 312 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL29465/89, beter bekend as 19431, Mamelodi.

Besonderhede word nie gewaarborg nie.

'n Baksteenwoonhuis met teëldak, plafonne, vinielteëlvloere en volvloermatte, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer met toilet.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel.)

Saak 25556/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Theunis Heymans,** 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 op 18 Mei 1994 om 10:00, te kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, verkoop:

Sekere Deel 2, van Eras 609, geleë in die dorpsgebied Erasmuskloof-uitbreiding 4, Stadsraad van Pretoria, groot 147 (eenhonderd sewe-en-veertig) vierkante meter.

Die eiendom is 'n woonhuis bestaande uit: Sitkamer, eetkamer, portaal, kombuis, twee slaapkamers, twee badkamers, dubbelmotorhuis en bediendetoilet.

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

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

Gedateer te Pretoria die 18de dag van April 1994.

G. Champion, vir D. P. du Plessis, Davis & Vennote, Botanogebou 18, hoek van Lenchenlaan-Noord en Embankment-weg, Verwoerdburg. [Tel. (012) 663-1340.) (Verw. G. Champion/LM/S.0215); p.a. E. D. Meintjies, Suite 4, 19de Verdieping, SALU-gebou, Schoemanstraat, Pretoria.

Case 33155/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Nannen: Ashim Kumar,** 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, 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: Erf 2673, Lenasia Extension 2 Township, Registration Division I.Q., Transvaal.

Area: 496 (four hundred and ninety-six) square metres.

Situation: 52 Honeysuckle Avenue, Lenasia Extension 2, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, servant's quarters, servant's toilet and bathroom with precast walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 R100,00, 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 25 April 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT396.)

Case 24113/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society,** Plaintiff, and **My Scene (Pty) Limited,** 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, Randburg, at Randhof, Selkirk Avenue, Randburg, on 24 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read 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, Randburg:

Holding 319, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, measuring 3,6282 hectares.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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. Minimum charge R100.

Leon Maartens, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, 51 Biccard Street, Braamfontein, Johannesburg. (Tel. 886-1800.) (Ref. Mr Haasbroek H457 91.)

Case 28976/93
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 **Nkoana, Tshamano Petrus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 June 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 230, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 230 Monomane Crescent, Vosloorus Extension 5, Boksburg, measuring 286 (two hundred and eighty-six) square metres.

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

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

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

Dated at Johannesburg on this the 22nd 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/N214.)

Case 1129/94
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 **Waddelow John Alfred,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reseve will be held at the Sheriff's Office, Johannesburg North, on 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 858, situated in the Township of Melville, Registration Division IR, Transvaal, being 10 Tenth Street, Melville, Johannesburg, measuring 743 (seven hundred and forty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising car-port, servant's room and toilet, cottage consisting of lounge/dining-room, kitchen, 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 22nd 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/W148.)

Case 1148/94
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 **Browne, James,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 1 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: Erf 3537, situated in the Township of Brackendowns Extension 3, Registration Division IR, Transvaal, being 91 Neville Road, Brackendowns Extension 3, Alberton, measuring 1 000 (one thousand) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages 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 21st day of April 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.294.)

Case 01124/94
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 **Van Heerden, Eugene,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Remaining Extent of Portion 1 or Erf 158, situated in the Township of Linden, Registration Division IQ, Transvaal, being 73 Ninth Street, Linden, Johannesburg, measuring 1 735 (one thousand seven hundred and thirty-five) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, entrance-hall, lounge/dining-room, family room, three bedrooms, three bathrooms, three offices, laundry, spa room with sauna and shower, bar room, cellar, single shooting range under main building with outbuildings with similar construction comprising of three garages, two servant's rooms with 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 25th 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/VA274/fp.)

Case 2890/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zakhele Noah Dhladhla,** First Defendant, and **Gebezi Maria Dhladhla,** Second Defendant

On 1 June 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 8515, Tokoza Township, Registration Division IR, Transvaal, measuring 424 (four hundred and twenty-four) square metres, also known as Erf 8515, Tokoza, Alberton. (Hereinafter called the property.)

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet. The house is destroyed by fire.

The material conditions of sale are:

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

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

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, 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 25th 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. MD0021/CMK.)

Case 8811/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Vikizitha Job Radebe,** First Defendant, and **Finki Josephine Radebe,** Second Defendant

On 1 June 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 236, Nhlapo Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 236, Nhlapo, 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 two rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Germiston on this the 22nd April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0028/Miss Kent.)

Case 806/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngangelizwe Hamilton Dlokweni,** Defendant

On 1 June 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 11155 (formerly Erf 484), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 1115 (formerly Erf 484), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the 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 22 April 1994.

H. S. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0025/Miss Kent.)

Case 397/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tandeka Luke,** Defendant

On 1 June 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 7, Mngadi Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 7, Mngadi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per 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 of the price of four hundred rand (whichever 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 26 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0024/CMK.)

NOTICE OF SALES IN EXECUTION:

All the sales in execution are to be held at the Offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 26 May 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case Number: **4617/90.**

Judgment Debtors: **Thakadu Samuel Mahlomotja** and **Rose Kgompie Mahlomotja.**

Property: Right of leasehold over Erf 681, Tsenolong Township, Registration Division IR, Transvaal, situated at 681 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen, dining-room.

File Ref: L139/90.

L. J. van den Heever, for Schumanns Attorneys, Permanent Plaza, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

Case 3147/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Johannes Petrus Coetzee,** First Defendant, and **Marina Coetzee,** Second Defendant

Be pleased to take notice that in pursuance of a judgment granted in the above action on 8 March 1994, the undermentioned immovable property of the Defendant will be sold in execution without a reserve price, by the Sheriff on 19 May 1994 at 10:00:

Section 94, as shown and more fully described on Sectional Plan SS95/83, in the scheme known as Polwin in respect of the land and building or buildings situated at Erf 2869, Pretoria, of which the floor area, according to the said section plan is 86 square metres in extent, held by virtue of Certificate of Registered Title ST55865/1993 (section 94). (The property is better known as 160 6 Polewin Court, 268 Bosman Street, Pretoria.)

Place of sale: The sale will take place at the offices of the Sheriff, Pretoria West, 607 Olivetti Building corner of Schubart and Pretorius Streets, Pretoria.

Improvements: The property consists of single storey flat, no guarantee is given in this regard, and consists of two bedrooms, lounge/dining-room, kitchen, bathroom and entrance hall.

Conditions of sale: The conditions of sale will lie for inspection at the offices of the Sheriff, at the above address, where it may be inspected during normal office hours.

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

G. van den Burg, for Rorich Wolmarans & Luderitz Inc., Ons Eerste Volksbank Building, 32 Church Square, Mutual Lane, Pretoria. (Tel. 325-3933.) (Ref. Vd Burg/LVDW/F8043/B1.)

Saak 1515/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **E. Norval,** Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 17 Januarie 1994, sal die ondervermelde eiendom op 26 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: Erf 785, Meyerton-uitbreiding 4, Sybrand van Niekerkstraat 4, Registrasieafdeling IR, Transvaal, groot 1 368 (een drie ses agt) 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 as 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 6, 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: Privaat woonhuis.

Aldus gedoen en geteken te Meyerton op hede die 21ste dag van April 1994.

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

Case 3728/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jacobus Christoffel Engelbrecht,** First Defendant, and **Mona Engelbrecht,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Standerton, 17 Caledon Street, Standerton, on Wednesday, 1 June 1994 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Standerton, at the afore-mentioned address, and which will be read out prior to the sale in execution:

Remaining extent of Erf 211, situated in the Township of Meyerville, Registration Division HS, Transvaal, measuring 1 205 (one thousand two hundred and five) square metres, held by virtue of Deed of Transfer T6204/90, known as 19 Stefina Street, Standerton.

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

A dwelling-house with Harvey tiled roof, consisting of lounge, dining-room, kitchen, scullery, laundry, three bedrooms, bathroom/handbasin, bathroom/toilet/handbasin and toilet. Outbuildings consist of two garages and carport.

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

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

Dated at Pretoria on this the 26th day of April 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2446.)

NOTICE OF SALES IN EXECUTION - IMMOVABLE PROPERTY

Sales in Execution of the undermentioned properties is to be held at Sheriff Kempton Park's Office on Thursday, 26 May 1994 at 10:00, at 8 Park Street, Kempton Park.

The Execution Creditor in all these matters is **Nedcor Bank Limited** and the sales take place pursuant to Judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff Kempton Park, at the above-mentioned address and will be read out prior to the sale.

The Execution Creditor, Sheriff, and/or Plaintiff's Attorneys do not give any warranties with regard to description and/or improvements.

1. **Case 3514/94** (File Ref. Mr Abro/GT1269).

Execution Debtor: **Frederik Jones**

and **Tersia Jones**

Property:

1. Section 43, in the scheme known as Eged House, situated at Erf 2673, Kempton Park, known as Flat 43C, Eged House, Long Street, Kempton Park; and an undivided share in the common property and;

2. Exclusive use area described as Parking P43, being part of the common property and;

3. Exclusive use area described as Garden T8, being party of the common property.

Improvements: Unit on Third Floor, bedroom, bathroom, kitchen, enclosed balcony, and carport.

2. **Case 3370/94** (File Ref. Mr Abro/GT1265).

Execution Debtor: **Bongani Isaac Mdhluli.**

Property: Right of leasehold over Erf 679, Moakeng Extension 1 Township, Tembisa, District of Kempton Park.

Improvements: Single storey, two bedrooms, lounge, bathroom and kitchen.

3. **Case 2897/94** (File Ref. Mr Abro/GT1251).

Execution Debtor: **Molahlegi Jonas Malebana.**

Property: Right of leasehold over Erf 8, Kopanong Township, Tembisa, District of Kempton Park.

Improvements: Single storey, two bedrooms, lounge, kitchen and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Saak 31036/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Ian Ferdinand Huyser,** Eerste Verweerder, en **Denise Huyser,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak op 18 Januarie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal dit Balju, Johannesburg, op 25 Mei 1994 om 12:00, te Premierstraat 62, Krugersdorp-Noord, verkoop:

Sekere: Gedeelte 325 van Erf 22, Krugersdorp-dorpsgebied, Registrasieafdeling IQ, Transvaal, met straatadres bekend as Premierstraat 62, Krugersdorp-Noord, groot 453 (vierhonderd drie-en-vyftig) vierkante meter.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur 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 Krugersdorp.

J. P. Marnitz & Kie., Prokureurs vir die Eiser, 25ste Verdieping, Trustbank-sentrum, Eloffstraat 56, Johannesburg. (Tel. 331-6611.) (Verw. J. R. Hartman.)

Saak 22070/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Albertus Jacobus Bezuidenhout** (Identiteitsnommer 6807110030089), Eerste Verweerder, en **Emmerentia Bezuidenhout** (Identiteitsnommer 6807110300089), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 27 Mei 1994 om 09:00, deur die Balju vir die Hooggeregshof, Nigel, gehou te die Landdroskantore, Kerkstraat, Nigel, aan die hoogste bieder:

Erf 754 in die dorp Ferryvale, Registrasieafdeling IR, Transvaal, groot 1 052 vierkante meter, gehou kragtens Akte van Transport T109358/92.

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

Straatadres: Beverleylaan 59, Ferryvale, Nigel, Transvaal.

Verbeterings: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, garage, motorafdak, buite toiletgeriewe, buite waskamer, sementplaveisel en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Kerkstraat 69, Nigel, Transvaal.

Gedateer te Pretoria hierdie 25ste dag van April 1994.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Verw. V. Rensburg/Z9279/93/BVDM.)

Saak 24955/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Sergio Antonio Delalande de Matos Preto,** Identiteitsnommer 5201065800186, Eerste Verweerder, en **Anneke de Matos Preto,** Identiteitsnommer 6804030034085, Tweede Verweerder

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

Erf 1055, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T41216/1993.

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

Straatadres: Highstraat 3, Strubenvale, Springs.

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

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria hierdie 7de dag van April 1994.

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

Case 3259/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM,** Plaintiff, and **Zwelibanzi Albert Motaung,** First Defendant, and **Dali Maria Motaung,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Offices, 17 Caledon Street, Standerton, on 25 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Standerton, 17 Caledon Street, Standerton, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 500, Thuthukani Township, Registration Division IS, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, held by the Defendants under Deed of Transfer T77266/1991.

This property is situated at Stand 500, Thuthukani Township, Standerton, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom/toilet, single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 29th day of April 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Saak 18566/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. G. R. van Niekerk,** Verweerder

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde sake, soos deur Nedcor Bank Beperk, verkry sal 'n verkoping sonder 'n reserweprys gehou word te:

Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 27 Mei 1994 om 11:00, van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Eiendom: Gedeelte 87 ('n gedeelte van Gedeelte 3), van die plaas Lusthof 114, Registrasieafdeling JR, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T27065/93.

Beskrywing: Verbeterde eiendom.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer, familiekamer, drie motorhuise, motorafdak en bediendekamers en geriewe. 'n Woonstel bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer. Die eiendom is voorsien met boorgatwater en is omhein met draad.

Verwysing: mnr. Botha/MB/560/93.

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

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

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

Coetzee, 15de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/NP.)

Saak 25340/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **George Phillip Poolman,** Identiteitsnommer 2608095020002, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op 27 Mei 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Hoewe 4, Rynoue-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,2323 (twee komma twee drie twee drie) hektaar, gehou kragtens Akte van Transport T11837/84.

Hierdie eiendom is geleë te Plot 4, Rynoue-landbouhoewes.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, bad en stort, bad, stort en toilet, toilet.

Buitegeboue: Vier motorhuise, twee bediendekamers, toilet en stort.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 29ste dag van April 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionaal Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1061.)

Case 3895/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lefaphi Thomas Motsepe,** First Defendant, and **Zanele Thalitha Motsepe,** Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on 27 May 1994 at 10:00:

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 3625, Township of Mhluzi Extension 1, Registration Division JS, Transvaal, measuring 312 square metres.

Improvements: A house comprising two bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1292.)

Saak 6813/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Volkskas Bank Beperk,** Eiser, en **Bakgronic (Edms.) Bpk.,** Eerste Verweerder, en **Jacobus Johannes Nicolaas Fourie,** Tweede Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 27 Mei 1994 om 11:00 van:

Resterende Gedeelte van Gedeelte 16 ('n gedeelte van Gedeelte 14) van die plaas Hartebeesthoek 303, Registrasieafdeling JR, Transvaal, groot 5,5548 hektaar, gehou kragtens Aktes van Transport T30709/78, T18446/76 en T3529/78, geleë in die distrik Wonderboom.

Geen reserweprys.

Die eiendom is onverbeterd maar beskik oor besigheidsregte. Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Wonderboom.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. De Vos/mvz.)

Case 2513/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **George Phillip Poolman,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Kruger Street, Bronkhorstspruit, on 10 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 41 Cornelis Street, Bronkhorstspruit.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys, do not give any warranties with regard to description and/or improvements.

Property: Erf 373, situated in the Township of Riemarpark, Registration Division JR, Transvaal, measuring 1 000 square metres, held by virtue of Deed of Transfer T72239/92, known as 35 Madeliefie Street, Riemarpark.

Improvements: Three bedrooms, bathroom, kitchen, lounge, dining-room and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr Abro/sv/GT1237.)

Case 23386/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Valerie-Magdeline Marobie,** Defendant

A sale in execution of the undermentioned property is to be held at the Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00:

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, Pretoria North East, 1210 Church Street, Hatfield, Pretoria.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 5454, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 336 square metres, held by virtue of Deed of Transfer T42079/89, known as 23 Prunella Street, Eersterust, Pretoria.

Improvements: A house comprising lounge, dining-room, kitchen, three bedrooms and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr du Plooy/SV/1099.)

Saak 897/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Sutton Eugene Antonette,** Identiteitsnommer 6503300117089, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 24 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Noordoos te Pretoriusstraat 1210, Hatfield, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 4648, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T9663/91.

Hierdie eiendom is geleë te 378 Danubelaan, Eersterus.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, badkamer met stort en toilet, motorhuis, vloer met matte en teëls, baksteen mure, Herculite plafonne, teëldak.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 26ste dag van April 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Verw. Geyser/mev. Mare/A1129.) (Tel. 325-2940.)

Saak 10254/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eiser, en **Nicolaas Marthinus Herbst,** Eerste Verweerder, en **Helena Maria Herbst,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 Oktober 1993 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Dinsdag, 24 Mei 1994 om 10:00:

Gedeelte 1 van Erf 252, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, grootte 1 021 vierkante meter, gehou kragtens Akte van Transport T111621/92 (die eiendom is ook beter bekend as 19de Laan 552, Rietfontein, Pretoria).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak bestaande uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis met opwasplek, twee buitegeboue synde 'n dubbel motorhuis en bediendekamer.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 20ste dag van April 1994.

D. Pieterse, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. Pieterse/F.6663/mw.)

Case 1797/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Boysie Thimothy Hlongwa,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, Transvaal, on 26 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Ermelo, G. F. Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Erf 3114, Wesselton Extension 1 Township, Registration Division IT, Transvaal, measuring 307 (three hundred and seven) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL84406/1989.

This property is situated at Erf 3114, Wesselton Extension 1 Township, Ermelo, Transvaal.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, twee slaapkamers, badkamer/toilet, enkelverdiepingwoonhuis.

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

Terme: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne dertig (30) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Pretoria op hierdie 29ste dag van April 1994.

Rooth & Wessels, Prokureur vir Eiser, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. N. K. Petzer/lm.)

Case 2532/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phuti Johannes Kgomo,** Defendant

On 26 May 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, 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 516, Tsenolong Township, Registration Division IR, Transvaal, measuring 307 (three hundred and seven) square metres, also known as Erf 516, Tsenolong, Tembisa, Kempton Park (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, 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 21st day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o J. P. A. Swanepoel, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MK0071/Miss Kent.)

Case 962/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thabo Smith Lehoko,** First Defendant, and **Ntombizodwa Victoria Lehoko,** Second Devendant

On 1 June 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 2085 (formerly Erf 721) Likole Extension 1 Township, Registration Division IR, Transvaal, measruing 280 (two hundred and eighty) square metres, also known as Erf 2085 (formerly Erf 721) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms, other than kitchen with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, 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 26th 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. ML0025/CMK.)

Case 7276/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Benjamin Bongani Vilakazi,** First Defendant, and **Dora Mamokete Vilakazi,** Second Defendant

On 1 June 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 167, Mngadi Township, Registration Division IR, Transvaal, measruing 279 (two hundred and seventy-nine) square metres, also known as Erf 167, Mngadi, 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 five 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 by the Plaintiff which was 18% (eighteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance on the price and interest shall, within fourteen (14) days of the date of sale, be paid or 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 26th 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. MV0015/CMK.)

Case 205/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sikhosiphi Enuel Ntombela,** First Defendant, and **Simangele Beauty Ntombela,** Second Defendant

On 1 June 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 2888 (formerly Erf 96), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2888 (formerly Erf 96) 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 bick built residence under iron roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 this 26th 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. MN0158/CMK.)

Case 375/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Themba John Maseko,** First Defendant, and **Virginia Maseko,** Second Defendant

On 1 June 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 8314, Tokoza Township, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, also known as Erf 8314, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 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 26th 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. MM0485/CMK.)

Case 807/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thisela Elizabeth Moloi,** Defendant

On 1 June 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 11012 (formerly Erf 341) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, also known as Erf 11012 (formerly Erf 341) Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 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 26th 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. MM0493/CMK.)

Case 10095/88

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

In the matter between **South African Permanent Building Society,** Plaintiff, and **Magodweni Daniel Mthethwa,** Defendant

On 1 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 2421 (formerly Erf 194), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 2421 (formerly Erf 194), 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 church under iron roof comprising three toilets.

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff 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 the 22nd 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. MM0018/CMK.)

Case 398/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bathini Joseph McIna,** First Defendant, and **Keselina Velephi McIna,** Second Defendant

On 1 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 2910 (formerly Erf 118), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2910 (formerly Erf 118), 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, bathroom 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 cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff 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 the 26th 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. MM0488/CMK.)

Case 2533/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Brodus Zwelibanzi Ngcem,** Defendant

On 26 May 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, 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 429, Lekaneng Township, Registration Division IR, Transvaal, measuring 385 (three hundred and eighty-five) square metres, also known as Erf 429, Lekaneng, Tembisa, Kempton Park (hereinafter called the property).

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

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

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff 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 the 20th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o J. P. A. Swanepoel, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MN0171/Miss Kent.)

Case 1170/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jabulani Mabunde,** Defendant

On 1 June 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 8651, Tokoza Township, Registration Division IR, Transvaal.

Measuring: 322 (three hundred and twenty-two) square metres.

Also known as: Erf 8651, Tokoza, Alberton (hereinafter called the property).

Improvements reported: (which are not warranted to be correct and are not guaranteed) Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet 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 Magistrate's Court Act 1944 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or 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 this 26th 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. MM0514/CMK.)

Case 1206/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngwanatau Herbert Mamabolo,** Defendant

On 1 June 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 8345, Tokoza Township, Registration Division IR, Transvaal.

Measuring: 305 (three hundred and five) square metres.

Also known as: Erf 8345, Tokoza, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or 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 this 26th 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. MM0527/CMK.)

Case 2432/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hester Maria de Jesus,** Defendant

On 6 June 1994 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Portion 1 of Erf 2529, Primrose Township, Registration Division IR, Transvaal.

Measuring: 702 (seven hundred and two) square metres.

Also known as: 14 Bamboo Road, Primrose, Germiston (hereinafter called the property).

Improvements reported: (which are not warranted to be correct and are not guaranteed) Detached single storey brick built residence under iron roof comprising seven rooms other than kitchen and one and a half bathrooms with outbuildings of a similar construction comprising garage and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or 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 this 22nd 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. MD0028/Miss Kent.)

Case 374/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mabonti Simon Mokoena,** First Defendant, and **Maki Martha Mokoena,** Second Defenant

On 1 June 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 8614, Tokoza Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 8614, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, 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 26th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref. MM0487/CMK.) (Tel. 825-1015.)

Case 7272/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kana Alfred Ndlovu,** Defendant

On 1 June 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 2431, formerly Erf 205, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, also known as Erf 2431, formerly Erf 205, 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 a room 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 therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (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 al respects make his own arrangements regarding occupation.

Dated at Germiston on this 22nd 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. MN0071/CMK.)

Case 8877/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ralekhetha Julia Ncubuka,** Defendant

On 1 June 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 212, Ramakonopi-Oos Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, also known as Erf 212, Ramakonopi-Oos, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th 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. MN0134/CMK.)

Case 377/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thoko Valencia Nhlapo,** Defendant

On 1 June 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 8577, Tokoza Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, also known as Erf 8577, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or (R400) 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 puchaser.

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 26 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (MN161/CMK.)

Case 7483/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Steshi Piet Molefe,** Defendant

On 1 June 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 510 AP Khumalo Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf 510 A P Khumalo, Katlehong, Germiston, District of Alberton.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising a room other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or (R400) four hundred rand (whichever is the greater) 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 puchaser.

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 26 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (MM0426/CMK.)

Case 774/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Parapara Peter Kgasago,** First Defendant, and **Ntombi Martha Kgasago,** Second Defendant

On 1 June 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 8379 Tokoza Township, Registration Division IR, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, also known as Erf 8379 Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms o1residence under iron roof comprising three rooms other than kitchen, bathroom 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 cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or (R400) four hundred rand (whichever is the greater) 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 puchaser.

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 26 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (MK0068/CMK.)

Case 611/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mthuthuzeli Renald Dlala,** First Defendant, and **Duduzile Ethel Dlala,** Second Defendant

On 1 June 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 427, Mngadi Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, also known as Erf 427, Mngadi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Singel storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom 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 Magistate's 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 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 25 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0023/CMK.)

Case 5076/89

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mphikeleli Simon Khumalo,** First Defendant, and **Sibongile Annah Khumalo,** Second Defendant

On 1 June 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 8658, Tokoza Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, also known as ERf 8658, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and one and a half bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per 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 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 22 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0028/CMK.)

Case 272/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Albert Siphiwe Madonsela,** Defendant

On 1 June 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 11271 (formerly Erf 600), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 (two hundred and twenty-five) square metres, also known as Erf 11271 (formerly Erf 600), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistate's 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 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 26 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0481/Miss Kent.)

Case 554/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jabulane Gideon Sibeko,** First Defendant, and **Alina Tshabalala Sibeko,** Second Defendant

On 1 June 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 2592 (formerly Erf 366), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, also known as Erf 2592 (formerly Erf 366) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five 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 ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (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 affected 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 26th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germistong. (Tel. 825-1015) (Ref. MS0079/CMK.)

Case 9269/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Makhoasi Joseph Knu,** Defendant

On 1 June 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 10765 (formerly Erf 94) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf 10765 (formerly Erf 94) Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (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 affected 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 26th day of April 1994.

H. R. Jaskolka, for Henry Tucker and Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0036/Miss Kent.)

Case 22476/92
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 **Dardis, Judith Hilary,** 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 3 June 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 Portion 21 of Erf 2265 situated in the Township of Helderkruin Extension 26, Registration Division IQ, Transvaal, being 21 Volstruis Street, Helderkruin Extension 26, Roodepoort, 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 double storey brick built residence with concrete roof, comprising kitchen, lounge/dining-room, entrance hall, store-room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, 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), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 25th 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/D.162.)

Saak 10253/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Secfin Bank Beperk,** Eiser, en **Gerhardus Paulus du Preez,** 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 Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule) ou Warmbadpad, Bon Accord, op 27 Mei 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 86 ('n gedeelte van Gedeelte 84) van die plaas Klipdrift 90, Registrasieafdeling JR, Transvaal, geleë aan die oostelike kant van die N1, naby Hammanskraal, grootte 21,4156 ha (twee een komma vier een vyf ses) hektaar.

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

Hoofgebou: Enkelverdieping plaashuis. *Buitegeboue:* Geen buitegeboue, boorgat. *Konstruktueer:* Siersteen met platdak (sink).

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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 30ste dag van Oktober 1993.

J. J. Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S472.)

Saak 10253/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Secfin Bank Beperk,** Eiser, en **Gerhardus Paulus du Preez,** 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 Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord op 27 Mei 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Gedeelte 89 ('n gedeelte van Gedeelte 84) van die plaas Klipdrift 90, Registrasieafdeling JR, Transvaal, geleë aan die Oostelike kant van die N1, naby Hammanskraal, grootte 21,4133 ha (twee een komma vier een drie drie) hektaar.

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

Hoofgebou: Enkelverdiepingwoonhuis met ses vertrekke, kombuis, twee badkamers en waskamer.

Buitegeboue: Bediendekamer, stoorkamer, varkhokke, hoenderhokke en stalle, boorgat.

Konstruktueer: Siersteen met IBR (sink).

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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 30ste dag van Oktober 1993.

J. J. Rossouw, Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S472.)

Saak 1420/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Trust Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **A. J. de Villiers,** Eerste Verweerder, en **Johannes Joachim Botha,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Nigel, en 'n lasbrief vir eksekusie gedateer 8 November 1993, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslaers BK, Derde Verdieping, Florasentrum, Ontdekkersweg, Florida, op Vrydag, 3 Junie 1994 om 12:00, by die betrokke perseel self te wete:

Erf 36, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T61172/88, en ook bekend as Breytenbachstraat 61, Nigel.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die Transportakte en verder onderhewig aan die Verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie:

Steen kantoorgebou met sinkdak bestaande uit drie kantore, binne toilet, twee buitekamers, vier dubbel motorafdakke met healnet en buite toilet.

Steen kantoorgebou met sinkdak bestaande uit vier kantore, kombuis, toilet en ingangsportaal.

3. 10% (tien persent) van die koopprys en afslaerskostes by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 16% (sestien persent) per jaar maandeliks saamgestel moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volgende verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel, te Kerkstraat 69, Nigel. [Tel. (011) 739-7429.]

Geteken te Nigel op hierdie 21ste dag van April 1994.

L. Etsebeth, vir Lockett & Etsebeth, Eerste Verdieping, Plesamgebou, Tweede Laan, Nigel. (Verw. mej. De Meyer/T258.)

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 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, 10 June 1994 at 15:00, at 66 Fourth Street, Springs to the highest bidder:

Certain: 6 Rowhill Township.

Registration division: IR, Transvaal.

Measuring: 1 438 (one thousand four hundred and thirty-eight) square meters.

Also known as: 12 Cowles Street, Rowhill, Springs.

Description of property: Brick Building under a iron roof, comprising of 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 date of 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 25th 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, 10 June 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 meters.

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 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 25th 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/S73491.)

Saak 2671/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Phillips A. E.,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 24 Oktober 1991, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 3 Junie 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Hoewe 94, Hollgate, ook bekend as Plot 94, Hollgate, Nigel, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel ter insae lê en behels onder andere die volgende:

Beskrywing van eiendom: Steengebou met sinkdak, kombuis, sitkamer, twee slaapkamers, badkamer met toilet, draad omheining, ingeboude kaste in slaapkamers.

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 25ste dag van April 1994.

Brits Pretorius Kruger & Coetzer Inc., Tweedelaan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E378.)

Case 189/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Oageng Rampopo,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 28 February 1994, the following property will be sold in execution on 27 May 1994 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3191, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 219 (two hundred and nineteen) square metres, for Residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL33235/1990, known as Erf 219, Wedela Extension 1, upon which is erected a detached single-storey dwelling said to consist of three bedrooms, bathroom, kitchen and lounge.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A9339.)

Saak 2023/91

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **United Bank,** a Division of ABSA Bank Ltd, Eiser, en **Maria Catherina van Dyk,** Eerste Verweerder, en **Willem Abraham van Dyk,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdros, Tzaneen, en kragtens 'n lasbrief vir eksekusie gedateer sal die volgende eiendom per publieke veiling op Vrydag, 20 May 1994 om 10:00, voor die Landdroskantoor, Tzaneen, aan die hoogste bieër verkoop word, naamlik:

Erf 930, in die dorpsgebied Tzaneen-uitbreiding 12, ook bekend as Koos Nelstraat 29, Tzaneen, Registrasieafdeling LT, Transvaal, groot 2 566 vierkante meter.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls aan die hoogste bieër verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingwaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die Eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Tzaneen, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Saak 6019/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

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

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 10 Augustus 1992, die onderstaande eiendom te wete:

Erf 15705, Tsakane-uitbreiding 5, Tsakane-dorpsgebied, geleë te 15705 Tsakane-uitbreiding 5, Tsakane, Brakpan, bestaande uit 240 m^2 met sonering Residensieel in eksekusie verkoop sal word op 27 Mei 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeterings skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde steen met asbes dak, bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis. Buitegeboue bestaande uit geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddelik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 21ste dag van April 1994.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. (Tel. 744-4620/7.) (Verw. mev. Visagie/N275/AH.)

Case 15765/91

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 **Kempton Caravan Investments CC,** First Defendant, and **Lorraine Anita Slement,** Second Defendant, and **Norman Peter Slement,** Third Defendant, and **Ian William Slement,** Fourth 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 257, Sebenza Extension 4 Township, Registration Division IR, Transvaal, measuring 4 215 (four thousand two hundred and fifteen) square metres, property also known as corner of Harris Avenue and Wagenaar Road, Sebenza Extension 4, Edenvale.

Comprising three storey building, offices and warehouse.

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 on this 22nd day of April 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, 5th Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 13624/kd/pt.)

Case 24149/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Hormans, Ronald Norman,** First Execution Debtor, and **Peek, Michael John,** Second Execution Debtor, and **Jacobson, Norman,** Third Execution Debtor, and **Naturena Property Investments (Pty) Limited,** Fourth 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 2 June 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erven 56, 57, 68 and 69, situated in the Township of Booysens Reserve, Registration Division IR, Transvaal, being 65 Fourth Street, Booysens Reserve, Johannesburg, measuring 496 (four hundred and ninety-six) is Erven 56 and 68; 495 (four hundred and ninety-five) is Erven 57 and 69, square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A double storey used for industrial office, there is a prefab office in front, premises covered with corragated sheet, yard is concrete and there are eleven toilets.

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 20th day of April 1994.

R. B. Bruton, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Mr Bruton.)

Case 9842/91

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

In the matter between **Natal Building Society Limited,** Plaintiff, and **Mahlabezulu Eric Mnisi,** Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 23 December 1991, and a warrant of execution, the undermentioned property will be sold on 27 May 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 8147, Vosloorus Extension 9, Boksburg, known as Erf 8147, Vosloorus Extension 9, Boksburg, measuring 388 square metres, held under Deed of Transfer TL25162/1989.

Improvements: Single storey dwelling with tile roof consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet, to the best of our knowledge and information.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this the 19th day of April 1994.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC2/RJ.)

Case 11477/92

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

In the matter between **Eastern Province Building Society,** Plaintiff, and **Coenerad Petrus Albertus du Toit,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 25 November 1992 and a warrant of execution, the undermentioned property will be sold on 27 May 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certian Erf 653, Dawn Park Extension 2, known as 19 Carolina Street, Dawn Park Extension 2, Boksburg, measuring 112 square metres, held under Deed of Transfer T23529/1992.

Improvements: Single storey dwelling with tiled roof consisting of lounge, dining-room, living-room, kitchen, three bedrooms, bathroom and car-port, to the best of our knowledge and information.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this 22nd day of April 1994.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC/RJ.)

Case 9785/92

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Alan Charles Hugh McIntosh,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 19 May 1993 and a warrant of execution, the undermentioned property will be sold on 27 May 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 1423, Sunward Park Extension 3, Boksburg, known as 3 Hopefield Avenue, Sunward Park Extension 3, Boksburg, measuring 895 square metres, held under Deed of Transfer T32130/1986.

Improvements: Single storey dwelling with tiled roof consisting of lounge, dining-room, TV-room, study, kitchen, three bedrooms, two bathrooms, double garage, store and swimming-pool, to the best of our knowledge and information.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this 19th day of April 1994.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC/RJ.)

Saak 16721/93

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **C. B. Ehlers,** Eerste Eksekusieskuldenaar, en **M. M. E. Ehlers,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Mei 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Gedeelte 37, soos meer breedvoerig beskryf op Deeltitel Plan 143/1983, in die gebou bekend as Rhodesfield Terrace View, Rhodesfield-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte ST143/1983 (Eenheid 37), grootte 66 (ses-en-sestig) vierkante meter, ook bekend as Rhodesfield Terrace View 303, Mary Baileyweg, Rhodesfield-uitbreiding 1, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, twee slaapkamers, kombuis, badkamer, toilet, alles onder sinkdak, motoroprit en motorafdak, asook die eksklusiewe gebruik van die gemeenskaplike geriewe. Die kompleks is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike koopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan reël 66 van die Landdroshof wet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 23ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT88.)

KAAP • CAPE

Case 20270/92

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Bongo Gerald Rulashe,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 7 August 1992 and warrant of execution dated 17 November 1993, the following will be sold in execution on 24 May 1994 at 10:00, at the Court-house, being:

Certain land, situated at Lansdowne, in the City of Cape Town, Cape Division, being Erf 59277, Cape Town at Lansdowne, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer 28726 dated 16 May 1991, also known as 168 Burwood Road, Lansdowne.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each months or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 14th day of March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0277/Mrs Liebrandt.)

Case 7854/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd, formerly SA Permanent Building Society), Execution Creditor, and **V. V. Potye,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 18 March 1994 and in pursuance of an attachment in execution dated 24 March 1994, a sale by public auction will be held in front of the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 20 May 1994 at 14:15, of the following immovable property situated at 88 Ncememe Street, Motherwell, NU7.

Zoned: Residential.

Being Erf 1862, Motherwell, NU7, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 square metres, held by Vuyo Victor Potye, under Certificate of Registered Grant of Leasehold TL2159/1988, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 12th day of April 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 1943/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ivan Francis Bam,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief, gedateer 23 Februarie 1994, sal die ondergemelde eiendom verkoop word op 27 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 1436, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 625 vierkante meter, ook bekend as Pineweg 40, Fairview, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 7de dag van April 1994.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/xh/Z18651.)

Case 8110/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Ronald Mervyn Sparg** (adult male), Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 22 October 1992, the following property will be sold on Tuesday, 17 May 1994 at 10:00, at the Magistrate's Court, Komga, to the highest bidder:

Erf 95, Komga, Municipality and Division of Komga, in extent 2 024 (two thousand and twenty-four) square metres, held by Deed of Transfer T2108/1991 (corner of Church and John Streets, Komga).

Subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within 14 (fourteen) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Lounge, dining-room, kitchen, three bedrooms, two bathrooms and w.c., patio, carpeted, tiles and brick walls.

Dated at East London this 12th day of April 1994.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London.

Saak 21185/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **James Leander,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 29 Julie 1993, sal die ondergemelde eiendom verkoop word op 27 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 9446, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 413 vierkante meter, ook bekend as Buttonwoodsingel 8, Bethelsdorp-uitbreiding 34, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 11de dag van April 1994.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z12288.)

Saak 22423/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Basil Willie Sias,** Eerste Verweerder, en **Rebecca Shirley Sias,** Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusielasbrief gedateer 2 Augustus 1993, sal die ondergemelde eiendom verkoop word op 27 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 9462, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 392 vierkante meter, ook bekend as Buttonwoodsingel 12, Bethelsdorp-uitbreiding 34, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 13de dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z12724.)

Saak 8649/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **E P Bouvereniging,** Eiser, en **James Alfred Hoffman,** Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 3 Februarie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 19 Mei 1994 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 7468, Kimberley, geleë in die stad en distrik Kimberley, groot 377 (driehonderd sewe-en-sewentig) vierkante meter, geregistreer in naam van die Verweerder en verbind onder Verbandakte B725/1990 (ook bekend as Grewerstraat 5, Kimberley).

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 7de dag van April 1994.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat; Posbus 609, Kimberley, 8300. (Tel. 2-8134.) (Verw. B. Benade/zlr/EP109.)

Case 40434/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Leon Thomas Peacock,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 23 December 1993, and a writ of execution dated 6 January 1994, the property listed hereunder will be sold in execution on 20 May 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 2830, Kabega, in the Municipal and Administrative District of Port Elizabeth, measuring 1 666 (one thousand six hundred and sixty-six) square metres, situated at 127 Van der Stel Street, Van der Stel, Port Elizabeth.

Improvements: Although not guaranteed, it consists of double storey, brick under tile private dwelling with lounge, study, kitchen, three bedrooms, bathroom, two w.c.'s, two large playrooms, four kiddy w.c.'s and servant's room.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum, shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 8th day of April 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 299/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Leon Edwards Thomas** and **Soraya Thomas**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder, on 24 May 1994 at 09:00:

Erf 3916, Kleinvlei in the Local Area of Blue Downs, Division of Stellenbosch, in extent 92 (ninety-two) square metres, held by Deed of Transfer T22699/92, situated at 8 The Cobbles, Park Village, Kleinvlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/kitchen/dining-room, two bedrooms, store-room and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 518/94

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **Norman Ernest Langenhoven** and **Elaine Joy Langenhoven**

The following property will be sold in execution by public auction held at 16 Summit Road, Pinati Estate, Lansdowne, to the highest bidder on 26 May 1994 at 12:00:

Erf 62394, Cape Town at Lansdowne in the City of Cape Town, Cape Division, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T60530/83, situated at 16 Summit Road, Pinati Estate, Lansdowne.

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 three bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 30/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **Dean Frederick Jacobs** and **Heroldine Davids**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder, on 24 May 1994 at 09:00:

Erf 6567, Blue Downs in the Local Area of Blue Downs, Division of Stellenbosch, in extent 313 (three hundred and thirteen) square metres, held by Deed of Transfer T18660/92, situated at 5 Northern Crescent, Fountain Village, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 276/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUISL RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **Alec John Julies** and **Winnie Julies**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder, on 24 May 1994 at 09:00:

Erf 5115, Blue Downs in the Local Area of Blue Downs, Division Stellenbosch, in extent 300 (three hundred) square metres, held by Deed of Transfer T61168/93, situated at 3 Edna Street, Delro Village, Blue Downs.

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 office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, bathroom/toilet, lounge and kitchen.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 108/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Andre van der Walt**

The following property will be sold in execution by public auction held at 27 Broadway Street, Boston Estate, Bellville, to the highest bidder on 25 May 1994 at 09:30:

Erf 10547, Bellville, in the Municipality of Bellville, Division Cape, in extent 643 (six hundred and forty-three) square metres, held by Deed of Transfer T54665/93, situate at 27 Broadway Street, Boston Estate, 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, Levco Property Group.

2. The following information is furnished but not guaranteed: A dwelling comsisting of entrance hall, lounge, dining-room, study, kitchen, two bedrooms, bathroom/toilet and toilet/shower. *Outbuilding:* Garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 11th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 780/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Leon Pienaar** and **Sharon Patricia Pienaar**

The following property will be sold in execution by public auction held at 13 Blue Waters Way, Gordons Bay, to the highest bidder on 25 May 1994 at 10:00:

Erf 3262, Gordons Bay in the Municipality of Gordons Bay, Division of Stellenbosch, in extent 580 (five hundred and eighty) square metres, held by Deed of Transfer T22965/93, situate at 13 Blue Waters Way, Gordons 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, Michael James Auctioneers, 63 Victoria Street, Somerset West.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, staff rooms, laundry, garage and toilet/shower.

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 7th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7593/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UINTEHAGE HELD AT UITENHAGE

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **H. Nxayeka,** First Execution Debtor, and **Idah Nxayeka,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 6 October 1993 and in pursuance of an attachment in execution dated 28 October 1993 a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 19 May 1994 at 11:00, of the following immovable property situated at 13 Sali Street, Kwanobuhle, Uitenhage:

Zoned: Residential, being Erf 8764, Kwanobuhle, situated in the area of the City Council of Kwanobuhle, Division of Uitenhage, held by Hlelani Nxayeka and Idah Nxayeka, under Deed of Transfer TL3243/92, and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with three bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) Sheriff's (Auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 7th day of April 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 8606/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Moegamat Dien Solomons**

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 Wynberg on Wednesday, 25 May 1994 at 10:00:

Erf 43854, Mitchells Plain, in the Municipality of Cape Town, in extent 200 (two hundred) square metres, held by Deed of Transfer T52936/91 and situate at 10 Handicap Road, Strandfontein, Mitchells Plain, 7785.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 23rd day of March 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18817.)

Case 29498/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABIN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society, Plaintiff, and **Mogamat Hashim Bilall,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 22 January 1992, and a writ of execution dated 3 February 1992, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 20 May 1994 at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 752, Kwadwesi Phase 2, in the Administrative District of Port Elizabeth, measuring 348 (three hundred and forty-eight) square metres, situated at 17 Ngomonqomo Street, Kwadwesi 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the Certificates of Registered Grant of leasehold, in so far as these are applicable.

2. Ten per cent (10%) ten per cent of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 21st day of March 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 5154/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Desmond Appolis,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 27 August 1993 and warrant of execution dated 28 December 1993, the following wi5of execution dated 28 December 1993, the following will be sold in execution at 10:00, on 26 May 1994 at the Court-house being:

Certain land situated at Crawford in the City of Cape Town, Cape Division being Erf 37701, Cape Town, at Crawford, measuring 649 (six hundred and forty-nine) square metres, held under Deed of Transfer 23400 dated 3 June 1987, also known as 18 Hood 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 deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

Single dwelling built of brick walls under sink roof consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two-five per cent) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 15th day of March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (X3C0306/Mrs Wentzel) (102997.)

Case 17622/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Anthony Bugan,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 3 August 1993 and warrant of execution dated 15 December 1993, the following will be sold in execution 24 May 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 6788, Cape Town, at Mitchells Plain, measuring 168 (one hundred and sixty-eight) square metres, held under Deed of Transfer 38992 dated 11 July 1989, also known as 62 Farrier Street, Westridge, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 22% (twenty two per centum) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by aproved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 3rd day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (X3C0325/Mrs Wentzel.)

Case 16517/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Dennis Arnold John Boonzaaier,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 10 August 1993, and warrant of execution dated 15 December 1993, the following will be sold in execution on 24 May 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 33109, Cape Town at Mitchells Plain, measuring 253 (two hundred and fifty-three) square metres, held under Deed of Transfer 16204, dated 15 April 1987, also known as 26 Archer Crescent, Beacon Valley, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 23rd day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0324/Mrs Wentzel.)

Case 3393/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Barry Charles Benjamin,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 8 July 1993, and warrant of execution dated 14 December 1993, the following will be sold in execution on 24 May 1994 at 10:00, at the Court-house being:

Certain land situated at Retreat, in the City of Cape Town, Cape Division, being Erf 121351, Cape Town at Retreat, measuring 272 (two hundred and seventy-two) square metres, held under Deed of Transfer 71025, dated 12 November 1991, also known as 6 Blagden Street, Retreat.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof consisting of two bedrooms, lounge, kitchen and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 23rd day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0321/Mrs Wentzel.)

Case 17011/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Margaret Davids,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 22 April 1993, and warrant of execution dated 3 November 1993, the following will be sold in execution on 24 May 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 37758, Cape Town at Mitchells Plain, measuring 160 (one hundred and sixty) square metres, held under Deed of Transfer 55031, dated 2 September 1991, also known as 18 Second Gate, Strandfontein Village.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 25th day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0127/Mrs Wentzel.)

Saak 7555/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **G. G.** en **R. E. G. A3en R. E. G. Anthony,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 23 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te River Crescent 72, Eersterivier, per publieke veiling te koop aangebied op 30 Mei 1994 om 10:00:

Erf 2064, Eersterivier, ook bekend as River Crescent 72, Eersterivier, afdeling Stellenbosch, groot 248 vierkante meter, gehou kragtens Transportakte T32174/92.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaergelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Pokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN308.)

Saak 14123/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **E.** en **S. Adams,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 14 Desember 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Sirkelweg 47, Forest Park, Eersterivier per publieke veiling te koop aangebied op 30 Mei 1994 om 10:45:

Erf 2089, Eersterivier, ook bekend as Sirkelweg 47, Forest Park, Eersterivier, afdeling Stellenbosch, groot 258 vierkante meter, gehou kragtens Transportakte T34179/93.

Voorwaardes

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN343.)

Case 925/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kevin George Gornall,** Defendant

Kindly take notice that, in execution of a judgment of the above-mentioned Honourable Court, granted on 15 July 1993, and in terms of a writ of execution issued pursuant thereto, the Sheriff of this Honourable Court will sell the Defendant's fixed property, being Erf 4179, Grahamstown, situated at 3 Hope Street, Grahamstown:

The sale will be held on 25 May 1994 at 11;00, at the property.

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and other title conditions as which may appear from the title deeds thereof.

2. The seller will pay a deposit of 10% (ten per cent) and the auctioneer's commission, in cash, on the day of the sale. The balance of the purchase price will be paid against registration of transfer, and will be secured by means of a bank or building society guarantee, provided to the Sheriff within 20 days after the date of the sale.

Description of property: The property consists of an entrance-hall, sunroom, lounge, dining-room, four bedrooms (main with bathroom en-suite), kitchen, TV room and separate garage and carport. The house is roofed with corrugated iron. The house is in a good condition, and well equipped. The improvements cover 190 square metres, and the plot measures approximately 840 square metres.

Dated at Grahamstown on this 15th day of April 1994.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. [Tel. (0461) 2-7005.] (Ref. Mr Brody.)

Case 3761/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Makhosonke Nathaniel Bunu,** Defendant

In pursuance of a judgment dated 16 February 1994, and an attachment on 12 April 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 20 May 1994 at 14:15:

Erf 467, Motherwell NU7, Administrative District of Uitenhage, in extent 244 (two hundred and forty-four) square metres, situated at 94 Mtwaku Street, Motherwell NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a slate roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 15th day of April 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 2877/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as Allied Bank *versus* **The Trustees for the Time being of the Graham Family Trust**

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, 7 Bird Street, Somerset West, 7130, on Tuesday, 24 May 1994 at 15:00:

Erf 8199, Somerset West, in the Municipality of Somerset West, in extent 5206 (five thousand two hundred and six) square metres, held by Deed of Transfer T38088/92 and situated at 7 Bird Street, Somerset West, 7130.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Somerset West.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising an entrance hall, lounge, dining-room, familyroom, study, pantry, kitchen and six bedrooms.

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% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 14th day of April 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20025.)

Case 9003/93

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

ABSA Bank Limited, trading as United Bank Limited *versus* **Mr Hilton Howard Derrick Swigelaar** and **Estelle Norma Swigelaar**

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, 6 Elizabeth Circle, Saxonsea Atlantis, 7349, on Thursday, 26 May 1994 at 10:10:

Erf 1675, Wesfleur, in the Atlantis Residential Local Area, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer T52269/90 and situated at 6 Elizabeth Circle, Saxonsea Atlantis, 7349.

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, Malmesbury.

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

A dwelling comprising a lounge, kitchen, three 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 16% (sixteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an aproved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22410.)

Case 1679/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Mr Ralph Williams,** and **Magrieta Williams**

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 Kuils River, on Tuesday, 24 May 1994 at 09:00:

Erf 2701, Blue Downs, in the Lower Kuils River No. 1 Local Area, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T32734/89 and situated at 6 Bermuda Street, Malibu Village, Blue Downs, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sle and the full balance thereof together with interest at the rate of 15,25% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 14th day of April 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W12483.)

Saak 1085/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Standard Bank van S.A. Bpk.,** Eiser, en **Dawood Mukada** (en andere), Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) in bogemelde saak, sal 'n verkoping gehou word voor die Landdroshofgebou, De Kockstraat, Vryburg, op Woensdag, 25 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Landdroshofgebou, Vryburg, voor die verkoping ter insae sal lê:

Erf 3795, Vryburg, geleë in die Vryburg-dorpsuitbreiding 18, munisipaliteit Vryburg, afdeling Vryburg, groot 885 vierkante meter, gehou kragtens Akte van Transport T49/1992 (ook bekend as Kismetlaan 15, Kismet Park, Vryburg).

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

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

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

Gedateer te Kimberley op hierdie 19de dag van April 1994.

Haarhoffs, Eiser se Prokureurs, NBS-gebou, Jonesstraat 60/64, Kimberley.

Case 4960/93

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

In the matter between **Eastern Province Building Society,** Execution Creditor, and **Raymond Lloyd Morris,** First Execution Debtor, and **Johannes Bernardus Kempen,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Strand, and writ of execution issued, the following immovable property will be sold in execution to the highest bidder on Wednesday, 25 May 1994 at 11:00, on site, namely at Flat G6, The Da Gama, Beach Road, Strand, such immovable property being more fully described as:

(a) Section 76 (seventy-six) as shown and more fully described on Sectional Plan SS335/92, in the scheme known as The Da Gama, in respect of the land and building or buildings situated at Strand in the Municipality of Strand, of which section the floor area according to the said sectional plan is 104 (one hundred and four) square metres in extent, together with

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said section as depicted on the said sectional plan, held by the Execution Debtors by Deed of Transfer ST14507/92.

The aforesaid flat without warranting the correctness thereof is comprised of a bedroom and bathroom with toilet and an open-plan lounge/dining-room/kitchen.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing and the full conditions of sale, be sold voetstoots to the highest bidder.

2. *Payment:* The full purchase price, together with any Value-Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% (ten per cent) of the purchase price in cash and the balance of such purchase price, together with any Value-Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank, building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

3. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Strand, or at the offices of the attorneys for the Execution Creditor.

Schkolne Hart—Wilson Barnard, Attorneys for Execution Creditor, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Case 16763/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Teswill Keith Langeveldt,** First Defendant, and **Adele Melanie Langeveldt,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 13 May 1993, the property listed hereunder, and commonly known as 4 Virginia Crescent, Colorado Park, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 23 May 1994 at 10:00, to the highest bidder:

Erf 307, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative Division of the Cape, in extent 405 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of March 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1345.)

Saak 10353/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **W. B. Saayman** en **V. J. Saayman,** Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 8 September 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 1 Junie 1994 om 09:00:

Erf 169, Blue Downs, ook bekend as Vegasingel 24, Tuscany Glen, Blue Downs, afdeling Stellenbosch, groot 311 vierkante meter, gehou kragtens Transportakte T59242/87.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19% (negentien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die 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 van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 14de dag van April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN184.)

Saak 17486/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Die Standard Bank van S.A. Bpk.,** Eksekusieskuldeiser, en **Sylvan Korsten,** trading as Chain and All, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros, Mitchells Plain, en lasbrief vir eksekusie teen goed gedateer 9 November 1993, sal die ondervermelde eiendom op 30 Mei 1994 om 09:00 te Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 111, Hagley, binne Laer Kuilsrivier Plaaslike Gebied No. 1, afdelingsraad Stellenbosch, groot 471 vierkante meter, gehou kragtens Transportakte T47479/1989, bestaande uit leë erf.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kuilsrivier, nagesien word.

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

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. TP/C147.)

Case 7036/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Investec Bank Limited,** Plaintiff, and **Geoffrey John Hale,** Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Somerset West, dated 28 January 1993, and writ of execution dated 15 February 1994, the following will be sold in execution on 7 June 1994 at 11:00, at the site, being:

Erf 1081, Bakkershoogte, situated in the Municipality of Somersert West, Division of Stellenbosch, in extent 2 400 square metres, also known as 16 Athol Avenue, Somerset West.

The following improvements are reported to the property but not guaranteed:

Single and double storey detached dwelling with brick plastered walls under an asbestos roof, consisting of lounge, dining-room, living-room, two studies, three bedrooms, kitchen, laundry and two bathrooms together with double garage, granny flat and carport.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 The amount of the Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) for each month or part thereof from the date of the sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 15th day of April 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 12895/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society,** Plaintiff, and **D. Goeda,** First Defendant, and **D. Goeda,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 10 January 1992, the property listed hereunder will be sold in execution, on 23 May 1994 at 11:00, at 15 Caspian Close, Bobsway, Eerste River, to the highest bidder:

Certain Erf 4440, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, known as 15 Caspian Close, Bobsway, Eerste River, 7100, in extent 296 (two hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Two bedrooms, kitchen, lounge, 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 Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 7th day of April 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB38.)

Case 19628/93

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Luxmee Mohammed,** First Execution Debtor, and **Rinsour Lalla,** Second Execution Debtor, **Daya Lalla,** Third Execution Debtor, **Haregovan Lalla,** Fourth Execution Debtor, **Rama Lalla,** Fifth Execution Debtor, and **Hajiera Lalla,** Sixth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 13 August 1993, the following property will be sold in execution, on Thursday, 2 June 1994 at 10:00, to the highest bidder at 91 Ruth Road, Rylands Estate:

Certain Erf 35476, Cape Town at Athlone in the Municipality of Cape Town, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T33825/91, also known as 91 Ruth Road, Rylands Estate, consisting of single dwelling-house under asbestos roof consisting of four bedrooms, kitchen, lounge, bathroom, w.c. and servant's quarters.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18% (eighteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneers, Kinleyside & Mills CC, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 15th day of April 1994.

Buchanan Boyes Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 16641/92

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 **Moegamat Cassiem Mentor,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 27 January 1993, the following property will be sold in execution on Wednesday, 1 June 1994 at 10:00, to the highest bidder in front of the Court-house, Magistrate's Court, Wynberg:

Certain Erf 5066, Mitchells Plain in the Municipality of Cape Town, Division Cape, measuring 207 (two hundred and seven) square metres, held by Deed of Transfer T42825/88, also known as 10 Phillipine Street, Mitchells Plain, consisting of brick residence under tiled roof consisting of five bedrooms, two bathrooms, lounge, kitchen, outside is a car-port under glass fibre roof.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim), from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneers, Kinleyside & Mills CC, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 19th day of April 1994.

Buchanan Boys, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 8515/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd,** formerly Nedparm Bank Ltd formerly S A Permanent Building Society, Execution Creditor, and **Z. L. Maqanda,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 22 March 1994, and in pursuance of an attachment in execution dated 31 March 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Port Elizabeth (North) in front of the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 20 May 1994 at 14:15, of the following immovable situated at 19 Mbedlana Street, NU 6, Motherwell, Port Elizabeth:

Zoned: Residential.

Being: Erf 8162, Motherwell, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 295 square metres, held by Zamile Lennox Maqanda under Deed of Transfer T1851/93 and subject to the conditions referred to therein.

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

Single storey detached dwelling under concrete tiles with two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

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

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 8516/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd,** formerly Nedperm Bank Ltd formerly S A Permanent Building Society, Execution Creditor, and **Z. Soldati,** First Execution Debtor, and **N. S. Soldati,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 22 March 1994, and in pursuance of an attachment in execution dated 31 March 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Port Elizabeth (North) in front of the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 20 May 1994 at 14:15, of the following immovable property situated at 21 Makangiso Street, Motherwell, NU 6, Port Elizabeth:

Zoned: Residential.

Being: Erf 283, Motherwell, NU 6, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 square metres, held by Zandisile Soldati and Nombulelo Sylvia Soldati under Certificate of Right of Leasehold TL3699/90 and subject to the conditions referred to therein.

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

Single storey detached dwelling under thatch roof with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

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

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 33588/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **The Trustees for the time being of the Dominion Trust,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday 26 May 1994 at 15:00, at the property of the following immovable property:

Erf 18838 (portion of Erf 13706) Milnerton, Cape, measuring 268 square metres, held by the Judgment Debtor under Deed of Transfer T54479/92, also known as 10 Village Square, Blaauwberg Road, Table View, Cape, and comprising a double-storey dwelling with three bedrooms, 1½ bathroom, kitchen, lounge and a dining-room.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Court 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 (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society 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 Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers (Ref. Mr S. Penkin - Tel. 23-6257), Second Floor, Namaqua House, 36 Burg Street, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L.A. Whittaker/ddt.)

Case 4694/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank Limted, *versus* **Titus Rooi**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Somerset West on Tuesday, 24 May 1994 at 10:00:

Erf 2519, Macassar, in the Local Area of Macassar, in extent 305 (three hundred and five) square metres, held by Deed of Transfer T50701/90, and situated at 73 Showboatstraat, Macassar, Somerset West, 7130.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Somerset West.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 19th day of April 1994.

G. Visser, for Malan, Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22336.)

Case 28339/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Kenneth Lesley Gobey,** First Judgment Debtor, and **William Gerhardus Williams,** Second Judgment Debtor

In pursuance of a judgment granted on 2 November 1993, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 2 June 1994 at 14:00, at 20 Cabernet Road, Table View:

Description: Erf 14207, Milnerton, in the Municipality of Milnerton, Cape Division, in extent six hundred (600) square metres.

Postal address: 20 Cabernet Road, Table View.

Improvements:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

Held by Deed of Transfer 46426/91.

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 11th day of April 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortreker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 1813/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Lamken Homes CC,** trading as Build-Well, Execution Creditor, and **Mrs Lotteriet,** First Execution Debtor, and **Reynard Johannes Lotteriet,** Second Execution Debtor

Be pleased to take notice that pursuant to the judgment of the above Honourable Court, the following property, without a reserve, will be sold in execution to the highest bidder on 24 May 1994 at 15:00, on site:

Erf 105690, Cape Town, at Rugby, situated at 23 Fortuna Street, Sanddrift North, Milnerton, measuring in extent 576 square metres, held under Deed of Transfer T29382/1988.

Terms and conditions:

1. The sale is subject to the regulations 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.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon as provided in the further conditions of sale to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale will be read out at the time of the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 28th day of March 1994.

Colin Fortes, Plaintiff's Attorneys, Eighth Floor, 45 Castle Street, Cape Town. (Ref. FJP/mf/L162.

And to: ABSA Bank Limited, Adderley Street, Cape Town.

Case 2440/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Port Elizabeth Municipality,** Execution Creditor, and **Morris Mountain Stride,** First Execution Debtor, and **Lizzie Stride,** Second Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 17 February 1993 and a writ of execution dated 8 March 1993 of the property listed hereunder will be sold in execution on Friday, 27 May 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 6855, Bethelsdorp, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T25232/89, measuring 348 square metres, situated at 14 Lamont Crescent, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for residential purposes.

Material conditions of sale:

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

2. (a) The purchaser, other than the Plaintiff of bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 15,25% (fifteen comma two five per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Nedperm Bank Limited (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price on date of sale. The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this the 19th day of April 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

Case 382/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thomas Heath,** First Defendant, and **Mary Heath,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 9 March 1994, and the warrant of execution, dated 17 March 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 27 May 1994 at 15:00, at the Foyer, AA Mutual Buiding, 15 Rink Street, Central, Port Elizabeth:

Erf 13513, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 570 square metres, held by the Defendants under Deed of Transfer T49103/90, situated at 33 Fember Street, Bethelsdorp Extension 30, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, three bedrooms and bathroom/w.c.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of April 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

Saak 3380/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Vryburg Bande BK,** Eiser, en **Timothy Mosiane,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vryburg, gehou te Vryburg, in bogemelde saak, sal 'n verkoping op Vrydag, 27 Mei 1994 om 10:00, gehou word voor die Landdroskantoor, Hofgebou, De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere Erf 1179, Huhudi, afdeling Vryburg, geleë in die munisipaliteit Vryburg, groot 412 vierkante meter, gehou TL175/88.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Bode van die Hof. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne 10 (tien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Bode van die Hof tydens kantoorure besigtig word.

Venter, Booysen & Ferreira, Vrystraat 74, Vryburg.

Sake 674/93 en 675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk** (Reg. No. 62/00738/06), Vonnisskuldeiser, en **Gert Andries Prins,** en **Venetia Emmelie Prins,** Vonnisskuldenaars

Neem hiermee kennis dat ter uitvoering van vonnisse gegee deur die Klerk van die Hof te Vanrhynsdorp, die volgende onroerende eiendom per openbare veiling verkoop sal word op Saterdag, 21 Mei 1994 om 10:00, by die eiendom te Erf 79, Vanrhynsdorp, Georgelaan 3, Vanrhynsdorp, naamlik:

'n Konvensioneel geboude woonhuis met sinkdak, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer, met motorhuis, bekend as Erf 79, Vanrhynsdorp, in die munisipaliteit en afdeling Vanrhynsdorp, groot 1 131 (een een drie een) vierkante meter, gehou kragtens Transportakte T4889/92, en onderhewig aan die voorwaardes daarin vervat.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal, is betaalbaar by ondertekening van die verkoopvoorwaardes tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, en BTW (indien van toepassing), terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien (14) dae na datum van die veiling.

Vir verdere besonderhede skakel Chris Engelbrecht, by telefoon (0271) 3-3024.

Gedateer te Vredendal op hierdie 29ste dag van April 1994.

Downing en Engelbrecht Afslaers, Waterkantstraat 17, Posbus 419, Vredendal, 8160.

Case 797/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

South African Permanent Building Society *versus* **Andile Atheson Ngxokolo**

In pursuance of a judgment dated 3 February 1988 and an attachment on 12 April 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, 20 May 1994 at 14:15:

Erf 17303, McNamee Village, Administative District of Port Elizabeth, in extent 195 (one hundred and ninety-five) square metres, situated at 464 Ferguson Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, semi-detached dwelling under an iron roof, consisting of bedroom, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT] if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT]) are also payable on date of sale.

Dated: 19 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth

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Case 1486/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, *versus* **Mense Beauty Tokwe**

In pursuance of a judgment dated 9 February 1994 and an attachment on 12 April 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, 20 May 1994 at 14:15:

Erf 1390, kwaZakhele, Administrative District of Port Elizabeth, in extent 228 (two hundred and twenty-eight) square metres, situated at 1390 Site and Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT] if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT]) are also payable on date of sale.

Dated: 18 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15001/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, *versus* **Mtutuzeli Ron Cecil Ntlonga** and **Florence Dolly Ntlonga,**

In pursuance of a judgment dated 8 July 1993 and an attachment on 25 August 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 20 May 1994 at 14:15:

Erf 39629, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 296 (two hundred and ninety-six) square metres, situated at 10 Mkumatela Street, Zwide, 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 building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT] if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT]) are also payable on date of sale.

Dated: 20 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth

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Case 707/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Sean du Toit,** First Defendant and **Jacqueline Louise Welch,** Second Defendant

In pursuance of a judgment dated 12 April 1994 and an attachment the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 20 May 1994 at 15:00:

Erf 3581, Hunters Retreat, in the Municipality and Division of Port Elizabeth, in extent 701 (seven hundred and one) square metres, situated at 46 Hampshire Street, Sherwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including VAT] if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT]) are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1832/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Neill Griffin Bougaardt** and **Lesley Deidre Bougaardt**

The following property will be sold in execution at the site of the property, 19 Highbury Road, Kuils River, Cape, on Wednesday, 1 June 1994 at 10:00, to the highest bidder:

Erf 8255, Kuils River, in extent 400 square metres, held by T49605/1988, situated at 19 Highbury Road, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0487/gl.)

Case 22807/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Martin Stanley Snyders** and **Karen Snyders**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 June 1994 at 10:00, to the highest bidder:

Erf 35883, Mitchells Plain, in extent 150 square metres, held by T9631/1992, situated at 76 Botha Street, Eastridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0786/gl.)

Case 23352/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Basier Small** and **Fadeelah Small**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 June 1994 at 10:00, to the highest bidder:

Erf 14100, Mitchells Plain, in extent 171 square metres, held by T54052/1992, situated at 20 Beaufort Street, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0677/gl.)

Case 36686/89

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

ABSA Bank Limited, trading as United Bank *versus* **Ronald Frans Cleophas** and **Mona Sippora Cleophas**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 June 1994 at 10:00, to the highest bidder:

Erf 108948, Cape Town, at Retreat, in extent 551 square metres, held by T14396/1986, situated at 108 Consort Road, Retreat, Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1829/gl.)

16223/88

IN THE MAGISTRATE'S COURT BELLVILLE

ABSA Bank Limited, trading as United Bank *versus* **Hendrik Jacobus Cornelia Niemand,**

The following property will be sold in execution at the site of the property, 116 Fairfield Street, Parow, Cape, on Wednesday, 1 June 1994 at 12:00 to the highest bidder:

Erf 3736, Parow, in extent 886 square metres, held by T11782/1987, situated at 116 Fairfield Street, Parow, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower, and toilet. Single garage and servant's room, shower/toilet and swimming-pool.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D8U0362/gl.)

Saak 9148/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk,** Eiser, en **Lionel Thomas Louis,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 September 1993 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 11:30, op die perseel te Rioweg 25, Malibu Village, Eerste Rivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2671, Blue Downs, in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch, groot 328 vierkante meter, gehou kragtens Transportakte T37128/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, badkamer, toilet, sit-/eetkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326).

Betaalvoorwaardes:

Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Case 6021/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Janine Deidre Barnard,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 27 Tennant Street, Kraaifontein, on Monday, 13 June 1994 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 7060, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 square metres, and situated at 27 Tennant Street, Kraaifontein.

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

A 177 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom with water closet, water closet and a 21,4 square metre outbuilding consisting of a garage and water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Cape Town this 21 April 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 222084.] (Ref: W D Inglis/cs/S1240/3377.)

Case 9474/92
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IN THE SUPREME COURT OF SOUTH AFICA

(Cape of Good Hope Provincial Division)

In the matter between **the Standard Bank of South Africa Limited,** Plaintiff, and **Antonio Coelho,** First Defendant, and **Pamela Margaret Coelho,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Divison) in the above-mentioned suit, a sale without reserve will be held at 33 Willow Road, Blouberg Rise, Table View, on Thursday, 16 June 1994 at 14:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

Erf 13637, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 600 square metres, and situated at 33 Willow Road, Blouberg Rise, Table View.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 159 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms with water closet and shower and a 30 square metre garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 25th day of April 1994.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 222-084.] (Ref. W. D. Inglis/cs/S4343/1380.)

Case 19468/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Johnson Ntsokolo Burwana,** Defendant

In pursuance of a judgment dated 18 October 1993 and an attachment on 24 November 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 20 May 1994 at 14:15:

Erf 42310, Ibhayi, at Zwide, Administrative District of Port Elizabeth, in extent 275 (two hundred and seventy-five) square metres, situated at 35 Johnson Road, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge, kitchen, and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 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: 20 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1790/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited, Plaintiff, *versus* **Lolobi Sydney Goabaza,** Defendant

In pursuance of a judgment dated 13 October 1992 and an attachment on the 12 April 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, 20 May 1994 at 14:15:

Site 13314, Kwaford, Stage II, in extent 463 (four hundred and sixty-three) square metres, situated at 8 Peter Street, Kwaford, Port Elizabeth.

While nothing is guaranteed, it is understood than on the property is a detached brick dwelling under a tile roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and garage.

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 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: 20 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34660/93

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

In the matter between **First National Bank of S.A. Limited,** Execution Creditor, and **Stanford Albert Juan Ronne,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 27 September 1993, the following property will be sold in execution on Thursday, 2 June 1994 at 12:00, to the highest bidder at 14 Adamaster Road, Woodale, Ottery:

Certain Erf 370, Ottery, in the Municipality of Cape Town, Cape Division, measuring 481 (four hundred and eighty-one) square metres, held by Deed of Transfer T73668/1990, also known as 14 Adamaster Road, Woodale, Ottery.

Consisting of single dwelling with brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg on this the 21st day of April 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 23688/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Limited,** Execution Creditor, and **Clive Cyril Paulse,** First Execution Debtor, and **Junita Lurene Paulse,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 25 January 1994, the following property will be sold in execution on Wednesday, 1 June 1994 at 10:00, to the highest bidder in front of the Court-house, Magistrate's Court, Wynberg:

Certain Erf 14994, Mitchells Plain in the Municipality of Cape Town, Cape Division, measuring 208 (two hundred and eight) square metres, held by Deed of Transfer T6929/89, also known as 2 Geneva Close, Mitchells Plain.

Consisting of brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg on this the 21st day of April 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 362/94

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

In the matter between **United Bank,** A Division of ABSA Bank Limited, Plaintiff, and **Peter Owen Rawlings,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Humansdorp, held at Humansdorp, dated 31 March 1994, and the warrant of execution dated 31 March 1994, the following property will be sold in execution, without reserve, but subject to the conditions of sale, to the highest bidder, on Friday, 27 May 1994 at 10:30, at the front entrance of the offices of the Sheriff for the Magistrate's Court, Humansdorp, 3 Main Street, Humansdorp, namely:

1. Erf 1742, Sea Vista, in the Municipality of St Helena Bay, Division of Humansdorp, i Municipality of St Helena Bay, Division of Humansdorp, in extent nine hundred and six (906) square metres, situated at Avery Close, St Francis-on-Sea (first phase), St Francis Bay, and held by Deed of Transfer T51694/1991.

There are no improvements on the property.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale, at the offices of the Sheriff for the Magistrate's Court, Humansdorp.

Dated at St Francis Bay on this the 22nd day of April 1994.

P. G. L. Cooper, c/o Cooper & Ferreira, Plaintiff's Attorney, St Francis Bay. [Tel. (0423) 94-0315.]

Saak 17737/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Trustbank van Afrika Beperk,** Eiser, en **F. Bottinger,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Klerksdorp, en 'n lasbrief vir eksekusie gedateer 8 Maart 1991, sal die volgende eiendom per publieke veiling op 17 Junie 1994 om 12:00, te Erf 1028, Langstraat, De Kelders, aan die hoogste bieder verkoop word:

Erf 1028, De Kelders, geleë in die plaaslike gebied De Kelders, afdelding Caledon, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T52197/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die ABSA Bank Beperk, handeldrywende as Trustbank.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is: Posbus 177, Hermanus.

Geteken te Klerksdorp op hierdie 19de dag van April 1994.

G. F. Ackermann, vir Meyer, Van Sitter & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp.

Saak 924/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **A. P. Brits,** Verweerder

Neem kennis dat kragtens 'n vonnis in hierdie Agbare Hof toegestaan op 27 Augustus 1993, is die volgende eiendom per geregtelike veiling te koop op 27 Mei 1994 om 10:00, te die Landdroskantoor, Kuruman, naamlik:

Sekere Erf 110, Kuruman, geleë te Seodinweg 110, Kuruman, groot 5 241 (vyfduisend tweehonderd een-en-veertig) vierkante meter, op die volgende voorwaardes, naamlik:

1. Dat die verkoopvoorwaardes onmiddellik voor die verkoping voorgelees sal word.

2. Dat die verkoopvoorwaardes beskikbaar is by die kantoor van Jordaan & Mans, Bearestraat 26, Kuruman, Prokureurs vir Eiser.

3. Dat minstens 10% (tien persent) van die verkoopprys betaal word.

4. Dat die balans van die koopprys deur die koper gewaarborg word binne 14 dae na datum van die veiling.

Geteken te Kuruman op hierdie 22ste dag van Mei 1994.

Jordaan & Mans, Prokureurs vir Eiser, Bearestraat 26, Posbus 27, Kuruman, 8460.

Saak 4149/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **E. D. Moorcroft,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 22 Maart 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 27 Mei 1994 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 1455, Vryburg, geleë in die Vryburg-dorpsuitbreiding 8, in die munisipaliteit Vryburg, groot 991 vierkante meter, ook bekend as Skoolstraat 6, Vryburg.

Voorwaardes: Een tiende (10%) van die koopprys in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 19de dag van April 1994.

Dawid Viviers, p.a. Du Plessis–Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 488/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

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

Ter uitvoering van 'n vonnis van die Landdroshof, Hermanus, gedateer 3 Junie 1993, en die lasbrief gedateer 3 Junie 1993, hierna genoemde onroerende eiendom sal op eksekusie veiling op Vrydag, 10 Junie 1994 om 14:00, te Vleiweg 64, Hawston, Kaapprovinsie, verkoop word onderhewig aan die voorwaardes wat deur Eiser se prokureur/afslaer, Purdon Gilmour, voorgelees word by die geregtelike verkoping. Betaling sal slegs geskied in kontant of deur 'n bank gewaarborgde tjek:

Erf 445, Hawston in die plaaslike gebied Hawston, afdeling Caledon, groot 604 vierkante meter, gehou kragtens Transport T11832/1983, en Verbandaktes B27616/86, B55358/1986 en B37473/1992.

Bogenoemde eiendom is geleë te Vleiweg 64, Hawston, Kaapprovinsie.

Die eiendom bestaan uit 'n erf en 'n woonhuis met 'n dubbelmotorhuis, stoor, drie motorhuise, drie volledige badkamers, toilet, ses slaapkamers, eetkamer, kombuis, TV-kamer, sitkamer, kombuis, gaste-badkamer en balkon.

Gedateer te Stellenbosch op hierdie 20ste dag van April 1994.

Purdon Gilmour, Eiser se Prokureur en Afslaer, Purdon Gilmourgebou, hoek van Dorp- en Louwstraat, Stellenbosch. (Verw. TPG/mej. Gilmour.)

Case 15221/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Shariffa Beggeum Harneker,** First Defendant, and **Hidauyatullah Chogle,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 31 Murton Road, Rylands Estate, Athlone, on Wednesday, 25 May 1994 at 11:00, of the undermentioned property of the First Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

Erf 35307, Cape Town at Athlone, in the City of Cape Town, Cape Division, measuring 683 (six hundred and eighty-three) square metres, held by Deed of Transfer T51279/91, also known as 31 Murton Road, Rylands Estate, Athlone (hereinafter referred to as the property).

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

Entrance-hall, lounge, dining-room, study, kitchen, pantry, five bedrooms, bath/water closet, bath/water closet/shower, two water closets/shower, water closet, double garage, car-port and two domestic quarters.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

2. Auctioneers charges, payable on the day of the sale to be calculated as follows:

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

Dated at Cape Town this 11th day of April 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/34352.)

Case 5716/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Dr. D. Scheckter,** Plaintiff, and **M. A. Pretorius,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 August 1993, the following property will be sold on Friday, 20 May 1994 at 10:00, at 26 Bellafalls Road, Dorchester Heights, East London, to the highest bidder:

Erf 20958, Municipality and Division of East London, in extent 914 square metres, held under Deed of Transfer T3233/1981, which property is situated at 26 Bellafalls Road, Dorchester Heights, East London.

Conditions of sale:

1. The purchaser of the property shall pay 10% (ten per cent) of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within 14 (fourteen) days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Execution Creditor's attorneys and will be read out by the auctioneer immediately before the sale of the said property.

Robinson & Sellers, Plaintiff's Attorneys, 12 St George's Road, East London. (Ref. R. Sellers/ds/Z00708.)

Case 46932/92

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

In the matter between **R. F. de Jager,** Judgment Creditor, and **A. W. Ludick,** Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Wednesday, 8 June 1994 at 12:00, at the property thereby attached being 252 Prince George Drive, Southfield, to the highest bidder, the property being more fully described as:

Erf 76147, Cape Town, at Southfield, in the City of Cape Town, Cape Division, in extent 521 (five hundred and twenty-one) square metres, held by Deed of Transfer T40002/92, also known as 252 Prince George Drive, Southfield.

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 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:

The property consists of a brick dwelling, three bedrooms, bathroom, lounge, kitchen, granny flat consisting of bedroom, bathroom, lounge, kitchen under a tiled roof and a pool.

3. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque and immediately after the property is declared sold. The balance of the purchase price together with the interest thereon at the ruling building society's rate shall be paid against registration of transfer. Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

4. All amounts mentioned in pragraph 3 above are to be delivered within 14 (fourteen) days of the date of sale to the Judgment Creditor's attorneys by means of a bank or building society's guaranteed acceptable to the Judgment Creditor's attorneys.

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, Wynberg at Electric Road, Wynberg, and at the auctioneers, Kinsleyside & Mills, ExConstantia Cinema, Main Road, Wynberg.

Dated at Wynberg this 11th day of April 1994.

Terence Rex, Attorneys for Plaintiff, First Floor, Union Chambers, Church Street, Wynberg. (Ref. JCLE/kj:14229/57994.)

NATAL

Case 1418/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Meshack Sikhonde,** Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 23 February 1994, the following immovable property will be sold in execution on 18 May 1994 at 10:00, at the front entrance of the Magistrate's Court, to the highest bidder:

Ownership Unit E359, situated at Osizweni, Osizweni Township, in the District of Madadeni, measuring four hundred and fifty (450) square metres.

Street address: Unit E359, Osizweni, District of Newcastle.

Improvements: Single storey brick house under iron roof, consisting of two bedrooms, bathroom, kitchen and lounge.

None of the above improvements nor vacant possession is guaranteed.

Material conditions of sale: The purchaser shall pay ten per centum (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, Newcastle, 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, Newcastle, 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 Newcastle on this the 25th day of March 1994.

S. W. Saville, for Stuart Saville & Company Inc., Plaintiff's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940. (Tel. 5-3021.)

Case 458/94

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **K. S. Webster,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 3 February 1994, and writ of execution dated 7 February 1994, the immovable property listed hereunder will be sold in execution on Friday, 27 May 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Remainder of Subdivision 194 (of 13), of the farm Albinia 957, Administrative District of Natal, in extent 4055 (four thousand and fifty-five) square metres and held under Deed of Transfer T11219/1987;

Physical address: 34 Inanda Road, Hillcrest, Natal.

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, lounge, dining-room, kitchen, bar, three bedrooms, bathroom with shower and toilet, en-suite with shower, separate toilet, patio, staff room with toilet and shower, pool and double garage.

3. The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

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

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T229.)

Case 3563/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Link Precast (Pty) Limited,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Port Shepstone, held at Port Shepstone, dated 21 January 1994, on a warrant of execution dated 21 January 1994, the following immovable property will be sold in execution on 27 May 1994 at 09:00, at the main entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Remainder of Lot 1133, Ramsgate, situated in the Ramsgate Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand nine hundred and fifty-eight (2 958) square metres.

The following information is furnished regarding the property but is not guaranteed: The property is a vacant stand.

The property is zoned residential and there is no special privilege attached to the property.

The material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per centum) of the purchase price and the auctioneer's commission 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 of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum), per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for 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 can be inspected at the offices of the Deputy Sheriff of Port Shepstone, at 20 Riverview Road, Sunwich Port, South Coast, Natal.

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

John Louw, McGarr & Associates, Execution Creditor's Attorneys, corner of Homestead and Erasmus Roads, Margate; or 3 Bazlet Street, Port Shepstone. (Ref. JCP/myfs/AN 33/12.)

Case 10043/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Allen Ramdeo,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 16 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 24 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 2173, of Subdivision 2286, of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent two hundred and sixty-seven (267) square metres, which property is physically situated at 280 Equality Street, Chatsworth, and which property is held by the above-named Defendant under and by Virtue of Deed of Transfer T14819/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a semi-detached double storey, block under asbestos dwelling: Entrance-hall, verandah, lounge, dining-room, two kitchens, five bedrooms, bathroom and toilet, two showers and toilet.

Zoning: The property is zoned for special residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of tranfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 11th day of April 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/A313/027688/Mrs Chelin.)

Case 73/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENSO

In the matter between **Adsons,** trading as Shelving Master, Plaintiff, and **M. Naidoo,** Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 26 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on 25 May 1994 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent five thousand and fifty-nine (5 059) square metres held by Deed of Transfer T13157/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

A shopping complex of which one shop is complete and is leased to a tenant thereof, four shops of which window panes and roofing is to be completed, and two shops in the course of commencement (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

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

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370. (Ref. 04A125001/IWG/rg.)

Case 73/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENSO

In the matter between **Adsons,** trading as Shelving Master, Plaintiff, and **M. Naidoo,** Defendant

In pursuance of a judgment granted in the above Honourable Court dated 26 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on 25 May 1994 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 36, Colenso, situated in the Borough of Colenso, Administrative District of Natal in extent four thousand and forty-seven (4 047) square metres held by Deed of Transfer T13247/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling-house comprising five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

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

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370. (Ref. 04A125001/IWG/rg.)

Case 2463/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank Ltd,** No. 71/09695/06, Plaintiff, and **Raphael Zolani Mchunu,** Defendant

In pursuance of a judgment granted in the above Honourable Court dated 14 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on 7 June 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E, 1252 Ezakheni, in extent four hundred and thirty-eight (438) square metres as shown on General Plan PB 377/1985, situated in the Township of Ezakheni, District of Emnambithi and held under Deed of Grant T005342/92.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

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

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370. (Ref. 03F019023.)

Case 4337/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIPRIVER HELD AT LADYSMITH

In the matter between **Corporate Body of Sabr Mansions,** Plaintiff, and **V. Maharaj** Defendant

In pursuance of a judgment granted in the above Honourable Court dated 3 November 1992, and a warrant of execution, the undermentioned property will be sold in execution on 24 May 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Section 7, as shown and more fully described on Sectional Plan 119/88 in the building known as Sabr Mansions of which section the floor area according to the Sectional Plan is seventy (70) square metres;

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 specified in a schedule endorsed on the said sectional plan.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

Unit 7, Sabr Mansions, 7 Luxmi Road, Ladysmith.

One sectional dwelling unit comprising of two bedrooms, lounge, dining-room, kitchen and bathroom and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

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

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370. (Ref. 03S182003.)

Case 3120/93

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Ramesh Ramahsarai,** First Defendant, and **Shunritha Ramahsarai,** Second Defendant

In pursuance of a judgment granted on 2 November 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 24 May 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A unit consisting of:

(a) Section 20, as shown and more fully described on Sectional Plan SS278/92 (the sectional plan) in the building or buildings known as Bux Dale Gardens situated at Kharwastan, City of Durban, of which section the floor area, according to the said sectional plan is (109) square metres, and;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan (the common property) apportioned to the said section accordance with the participation quota of the said section.

Street address: 20 Buxdale Gardens, 21 Quail Street, Kharwastan.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, en suite, kitchen, toilet and bathroom and garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 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 any of the 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.

Dated at Durban this 12th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z15829/jr1.)

Case 241/94

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Ganas Angamuthu Naidoo,** First Defendant, and **Soganayagie Muniamma Naidoo,** Second Defendant

In pursuance of a judgment granted on 14 February 1994 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovale 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: Subdivision 754 of 2281 of the Farm Chat One 14542 (now known as Subdivision 754 of Lot 101, Chatsworth), situated in the City of Durban, Administrative District of Natal, in extent (182) one hundred and eighty-two square metres.

Street address: 107 Tammy Avenue, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet, bathroom and incomplete garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any preferent creditor (Bondholder), then the interest payable upon such preferent creditor's claim) until the date of transfer.

2.3 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 any of the 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.

Dated at Durban this 13th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor,The Marine, 22 Gardiner Street, Durban. (Ref. Z22619/JR.)

Case 53993/88

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

In the matter between **Allied Building Society Limited,** No. 87/02375/06, Plaintiff, and **Suleman,** Defendant

In pursuance of a judgment granted on 7 February 1989, 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 Building, Justice Street, Chatsworth:

Description: Subdivision 6589 of 6487 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres.

Street address: House 126, Road 933 (Rainstorm Road), Chatsworth, Durban.

Improvements: Semi-detached block under asbestos roof double storey-dwelling comprising upstairs consisting of three bedrooms, downstairs consisting of lounge, kitchen, bathroom and toilet. *Outbuilding:* Incomplete up to foundation level only (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's Attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited 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 11th day of April 1994.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

Case 4905/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Thokozani Wilfred Shamase,** Defendant

In pursuance of a judgment granted on 6 October 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 30 May 1994 at 11:00, to be held at the front steps, Empangeni Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A1267, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

(b) *Street address:* Ownership Unit A1267 Nseleni Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kitchen, three bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or execeptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, the front steps, Empangeni Magistrate's Court, Union Street, Empangeni.

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/K600/541 (541/93).]

Case 351/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ntombizodwa Doris Shandu,** First Defendant, and **Nora Shandu,** Second Defendant

In pursuance of a judgment granted on 24 June 1993, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 May 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit R647, in extent 4 578 square feet, situated in the Township of Umlazi, represented and described on General Plan BA12/1967, held by virtue of Deed of Grant 1701.

Physical address: Ownership Unit R647, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisiting of a single storey brick/block-/plaster and tile dwelling (96 m^2) comprising kitchen, lounge, four bedrooms, bathroom and w.c. Municipal Electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser quelifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plantiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 24th day of March 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13115/MM.)

Case 25137/92

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **H. D. Mansoor,** Defendant

In pursuance of a judgment granted on 14 December 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Durban, Main Entrance, Somtseu Road, on 26 May 1994 at 10:00:

Description: Lot 42, St Winifreds, situated in the Borough of Kingsburg and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and ninety-eight (1 098) square metres.

Postal address: 37 St Boniface Maze, St Winifred's, Kingsburg.

Improvements: A vacant piece of land.

Town-planning zone: Residential.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Durban, Somtseu Road, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installations Certificate of Compliance issued under the Regulation in terms of the Occupational Health and Safety Act of 1933. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

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

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti, c/o Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

Case 14942/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **R. A. Swart,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 26 January 1994 and writ of execution dated 27 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 27 May 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 3761, Pinetown Extension 35, situated in the Borough of Pinetown, Port Natal Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 328 (one thousand three hundred and twenty-eight) square metres and held under Deed of Transfer T8939/1989.

Physical address: 1 Cameron Road, Highland Hills, Pinetown.

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower, separate toilet, staff room with toilet and shower and double garage.

3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

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

Geyser, Liebertrau, du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T228.)

Case 3792/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Siphiwe Fresh Shange,** Defendant

In pursuance of a judgment granted on 21 July 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit F598, in extent 452 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB419/1978, held by Virtue of Deed of Grant 3165/490.

Physical address: Ownership Unit F598, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of single storey brick/plaster and asbestos dwelling (54m^2) comprising of kitchen, dining-room, two bedrooms, bathroom and w.c.s. Municipal water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05015/MM.)

Case 9953/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Khuthula Pancual Phewa,** Defendant

In pursuance of a judgment granted on 12 October 1993, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit E783, in extent 410 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB125/1980, held by Virtue of Deed of Grant G6601/87.

Physical address: Ownership Unit E783, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and tile dwelling (95m^2) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal Electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z18463/MM.)

Case 6158/93

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

In the matter between **Kwik Fit Tyres,** Execution Creditor, and **D. C. Goss,** trading as Federal Carriers, First Execution Debtor, and **C. Ramsbotton,** trading as Federal Carriers, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 13 May 1993, the following immovable property will be sold in execution on 27 May 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Lot 227, Chelmsfordville, situated in the Township of Gillitts, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 163 square metres.

The address of the property is 33 Minerva Drive, Gillitts, Natal.

The following information is furnished regarding the property, but is not guaranteed: The property is improved by a brick under tile dwelling consisting of three bedrooms (main en suite), bathroom/toilet, dining-room, two lounges, kitchen, double garage, servants' quarters and swimming-pool. There is a large security gate at the entrance to the property.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal, 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Pietermaritzburg the 31st day of March 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. N. R. Tatham/COL/198.)

Case 1398/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Sanelle Investments CC,** First Execution Debtor, **John Hugh Saunders,** Second Execution Debtor, and **Sunildutt Sooknanan,** Third Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 12 June 1991, the following immovable property will be sold in execution on 27 May 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 42, Port Shepstone, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 928 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 42, Port Shepstone.

Upon the property is a dwelling-house of brick under asbestos roof consisting of two bedrooms, toilet, bathroom, lounge and kitchen. There are two outbuildings on the property of brick under asbestos roof, the one consisting of two rooms and the other consisting of room and toilet.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 13th day of April 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

Case 4096/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Boyce Gwamande,** Defendant

In pursuance of judgment granted on 21 July 1992, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 459, in extent 363 square metres, situated in the Township of Ohlange, represented and described on General Plan SG2271/1987, held by virtue of Deed of Grant GF13182/90.

Physical address: Ownership Unit 459, Ohlange Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (47 m^2) comprising kitchen, dining-room and two bedrooms. Municipal water supply, local authority. Sanitation-pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 24th day of March 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04460/MM.)

Case 354/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mlungu Lowert Maphumulo,** Defendant

In pursuance of judgment granted on 19 May 1993 in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 May 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit BB208, in extent 440 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant 3851/87.

Physical address: Ownership Unit BB208, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/plaster and tile dwelling (78 m^2) comprising kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and a garage (21 m^2). Municipal electricity, water supply and sanitation, local authority.

Improvements: Verandah (12 m^2).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 29th day of March 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13104/MM.)

Case 8858/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **John Michael Steele,** First Defendant, and **Mrs Theodora Steele,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 4 January 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff, Inanda, District 2, of the Supreme Court of South Africa at Moss Street, Verulam, on 20 May 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Subdivision 135 of Lot 435, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 386 (three hundred and eighty-six) square metres, which property is physically situated at 48 Duckbill Road, Newlands East, 4051, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6941/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for special Residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 29th 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/A332/025567/Mrs Chelin.)

Case 8696/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Ballamuthu Naidoo,** First Defendant, and **Devagie Naidoo,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 24 May 1994 at 10:00:

Description: Subdivision 4920 of 4870, of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres, held under Deed of Transfer T277/90.

Physical address: 69 Silvermount Circle, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following:

1. Semi-detached double storey block under tile roof dwelling comprising of two bedrooms, lounge, kitchen, dining-room and toilet/bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4859/S. L. Mayes.)

Case 7578/92

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

In the matter between **Body Corporate of Roberne Court,** Execution Creditor, and **R. Sifiso Sibisi,** Execution Debtor

In pursuance of a judgment granted on 17 March 1992 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, 26 May 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road:

Description: Section 7, as shown and more fully described on Sectional Plan 453/1985 in the building or buildings known as Roberne Court, situated at Durban, of which the floor area, according to the said sectional plan is 78 square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST10063/91.

Street address: 18 Roberne Court, 63/81 West Street, Durban.

Improvements: Flat consisting of kitchen, bathroom, toilet, bathroom, lounge and one and a half bedroom.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one thousand rand (R1 000) 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. Transfer shall be effected by the attorneys for the Execution Creditor, and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

3. The property and the improvements thereon are sold voetstoots and without any warranties.

4. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 29th 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. W. J. Broome.)

Saak 4436/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Die Stadsraad van die Munisipaliteit van Newcastle,** Eksekusieskuldeiser, en **D. S. A. Visagie,** Eerste Eksekusieskuldenaar, en **A. H. Visagie,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 14 Maart 1994, word die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Onderverdeling 2 van Erf 726, Newcastle.

Die eiendom is onverbeterd.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle, en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die Vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die koper sal 'n deposito betaal van 10% (tien persent) van die koopprys op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 18% (agtien persent) per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word binne veertien (14) dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 7de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Saak 335/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Limited,** Eksekusieskuldeiser, en **Sethenjwa Vincent Thusi,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Maart 1994 sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1803, 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 17de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Saak 1286/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Aaron Mthombeni,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Maart 1994, sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site E8934, 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 17de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Saak 3117/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Mandla Albert Nkosi,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Maart 1994, sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 8174, Unit E, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die 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 17de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1496/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Julius Khumalo,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Oktober 1993, sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 1033, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 16de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 258/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Victor Bongani Nxumalo,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Maart 1994, sal die ondervermelde eiendom op 25 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 605, Unit D, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder 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 24ste dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 6478/93

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 **Dhanpal Govender,** First Defendant, and **Elsina Govender,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the abovementioned suit, a sale will be held by the Sheriff, Chatsworth, in the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 24 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: Subdivision 167 of 3178 of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-six (186) square metres, and held under Deed of Transfer T22853/92, street address 278 Powerline Street, Westcliff, Chatsworth.

Improvements: A block under asbestos roof dwelling consisting of: Three bedrooms, lounge/dining-room (tiled), kitchen (with built-in cupboards and tiled), toilet and bathroom.

Outbuildings: Garage, room and toilet.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Suite 601, Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 25th day of March 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 283/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Govindsamy Perumal,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 28 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 24 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 4 Goasai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 2603, of Subdivision 2348, of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, measuring 372 (three hundred and seventy-two) square metres, in extent three hundred and seventy-two (372) square metres, which property is physically situated at 8 Gemini Crescent, Chatsworth, 4093, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T5701/1983.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of three bedrooms, lounge, kitchen, bathroom and toilet.

Zoning: The property is zoned for special residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of April 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/028211/Mrs Chelin.)

Case 7628/93

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

In the matter between **Farouk Khan,** Plaintiff, and **Dhanapalan Nadasen,** Defendant

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban and a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution at the front entrance to the Magistrate's Court Building, Somtseu Road, Durban, on 17 May 1994 at 14:00:

Description of property: Remainder of Subdivision 5 of Lot 58, Springfield, City of Durban, Administrative District of Natal, in extent one thousand seven hundred and eighty-six (1 786) square metres, postal address of property 231 Quarry Road, Springfield, Durban.

Improvements: Brick and asbestos roof building consisting of: Lounge, kitchen, store-room, toilet and bathroom incomplete and outbuilding which is incomplete and is presently under construction. (The nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots).

Zoning: Special residential (the accuracy hereof is not guaranteed).

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected in front of the Magistrate's Court, Somtseu Road, Durban, and/or at the offices of the Plaintiff's attorneys at Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban, interested parties are asked to contact the Plaintiff, whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 12th day of April 1994.

Farouk Vahed, Plaintiff's Attorney, Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban. (Ref. HS/fk/K.80.)

Case 83033/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Parmanandan Arumugam Naidoo,** Defendant

In pursuance of a judgment granted on 18 January 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 26 May 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A certain piece of land being: Section 43, as shown and more fully described on Sectional Plan SS52/91, in the scheme known as Redbro Centre, in respect of the land and building or buildings situated at Isipingo, of which section the floor area, according to the said sectional plan is twenty-nine (29) square metres in extent, and an undivided share in the common property apportioned to the said section in accordance with the participation quota of the said section, postal address 4 Alexander Avenue, Isipingo Rail, Isipingo.

Improvements: Brick building consisting of: Office, kitchen, reception area and bar area.

Town-planning zoning: Commercial.

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, Somtseu Road Entrance, Durban, or at our offices.

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/L. Holmes/02064.)

Case 8150/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Vusumuzi Welcome Shange,** Defendant

In pursuance of a judgment granted on 5 December 1991 in the Supreme Court of South Africa (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 12:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit N997, in extent 998 square metres, situated in the Township of Umlazi, represented and described on General Plan BA30/1968, held by virtue of Deed of Grant 4597/113.

Physical address: Ownership Unit N997, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick/plaster and tile dwelling (125,10 m^2), comprising of kitchen, dining-room, lounge, four bedrooms, two bathrooms, two w.c.'s and a garage (39,9 m^2).

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Deputy Sheriff, Umlazi.

Dated at Durban this 21st day of April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78313/MM.)

Case 1942/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Goracknath Maharaj,** First Defendant, and **Rasmani Maharaj,** Second Defendant

In pursuance of a judgment granted on 15 March 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 May 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 725, Clayfield, situated in the City of Durban, Administrative District of Natal, in extent (458) four hundred and fifty-eight square metres.

Street address: 16 Endclay Place, Clayfield, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, comprising of two bedrooms, lounge, dining-room, toilet and bathroom, kitchen with built-in cupboards and water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 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 any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (1)—2 Mountain View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 19th day of April 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23497/JR.)

Case 50072/93

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **R J K Property Investments CC** (Reg. No. CK89/12685/23), First Defendant, and **Palain Jairomi Sewraj,** Second Defendant

In pursuance of a judgment granted on 17 August 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 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

Description:

A. A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS82/1993, in the scheme known as J. Sands, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the sectional plan is 84 (eighty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

B. A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan SS82/1993, in the scheme known as J. Sands, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to sectional plan is 84 (eighty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: 37 Parkington Grove, Greenwood Park, Durban.

Improvements: Two dwellings consisting of brick and tile:

Unit 1: Lounge, kitchen with units, bathroom, toilet, wash/basin, two bedrooms, main en suite, shower, toilet and wash/basin.

Unit 2: Lounge and dining-room, kitchen, two bedrooms, bathroom, toilet, wash/basin, main en suite, shower, toilet and wash/basin.

Unit 3: Lounge, kitchen with units, two bedrooms and main en suite/shower/toilet/wash/basin.

Unit 4: Lounge, kitchen with units, bathroom, toilet/wash/basin, two bedrooms and main en suite/shower/toilet/wash/basin (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 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 any of the 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, Durban North, 15 Milne Street, Durban.

Dated at Durban this 13th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14932/JR.)

Case 1649/94

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as United Bank, Plaintiff, and **Robert Alan Harmer,** Defendant

In pursuance of a judgment granted on 10 February 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Remainder of Lot 175 of Rose Hill 10663, situated in the City of Durban, Administrative District of Natal, in extent 1 267 (one thousand two hundred and sixty-seven) square metres, held under Deed of Transfer T25891/87.

Street address: 88 Acutt Avenue, Rose Hill, Durban.

Improvements: A brick and tile dwelling comprising four bedrooms, lounge, kitchen, bathroom, toilet/shower and toilet.

Outside: Pool, servant's room, toilet/shower and garage.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferent creditor (bondholder), then the intrest payable upon such preferent creditor's claim], until the date of transfer.

2.3 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 any of the 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, Durban North, 15 Milner Street, Durban.

Dated at Durban this 13th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22387/JR.)

Case 10549/89

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

In the matter between **Allied Building Society,** Plaintiff, and **Muniamma,** Defendant

In pursuance of a judgment granted on 12 April 1989, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 May 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A certain piece of land being Subdivision 782 of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-six (186) square metres, held by the Defendant under Deed of Transfer T11498/87, dated 5 June 1987.

Postal address: House 520, Road 302, Unit 3, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling, comprising two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: Garage, room, kitchen, toilet and bathroom.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) 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 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim), until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 6th day of May 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/GAL.1745.)

Case 5930/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kaniga Chetty,** First Defendant, and **Lingasperie Chetty,** Second Defendant

In pursuance of a judgment granted on 10 March 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 May 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A certain piece of land being Subdivision 2066 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and seventy-two (472) square metres.

Postal address: 59 Impala Drive, Mobeni Heights, Durban.

Improvements: Single storey brick under tile dwelling, comprising three bedrooms, lounge, dining-room, laundry, kitchen, bathroom, toilet and basement.

Outbuildings: Garage, toilet and shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) 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 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim), until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 6th day of May 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/GAL.196.1.)

Case 62571/91

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

In the matter between **Allied Building Society Limited** (87/02375/06), Plaintiff and **Balram Chetty,** First Defendant, and **Dhanam Chetty,** Second Defendant

In pursuance of a judgment granted on 17 January 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the front entrance to the Magistrates' Courts Building, Moss Street, Verulam:

Description: A certain piece of land being: Lot 206, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 401 (four hundred and one) square metres, held by the Defendants in their names under Deed of Transfer T22285/87, dated 6 October 1987.

Postal address: 42 Nedlen Road, Lenham, Phoenix.

Improvements: Double storey brick under tile dwelling consisting: *Upstairs:* Balcony, three bedrooms, two bathrooms and toilets together. *Downstairs:* Two bedrooms, kitchen, lounge, dining-room, toilet, carport and verandah. *Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) 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. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eight Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 6th day of May 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eight Floor, JBS Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/GAL.1976.)

Case 90/94

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 **Sarel Daniel Hermanus van Biljon,** First Defendant, and **Josephine Olive van Biljon,** Second Defendant

In pursuance of a judgment granted on 28 January 1994, 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, 27 May 1994 at 11:00, in front of the Magistrate's Court, Port Shepstone:

Description: A certain piece of land being: Subdivision 2 of Lot 746, Shelly Beach, situated in the Borough of Shelly Beach and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 879 (one thousand eight hundred and seventy-nine) square metres. *Postal address:* Corner of Coetzee Street and Green Road, Shelly Beach.

Improvements: Dwelling under brick and tile consisting double garage, servant's room, servant's toilet, bedroom with bathroom en suite, two bedrooms, bathroom, lounge, dining-room, kitchen, laundry and swimming-pool.

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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (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 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, 17 Riverview Road, Sunwich Port, or at our offices.

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr L. Hall/ L. Holmes/020419.)

Case 1146/92

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

In the matter between **KwaZulu Finance & Investments Corporation Limited,** Plaintiff, and **Themba Elmo Zuke,** Defendant

In pursuance of a judgment granted on 4 June 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 May 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit B76, in extent 328 (three hundred and twenty-eight) square metres, situated in the Township of Umlazi, represented and described on General Plan B.A.11/1964, held by virtue of Deed of Grant 4096/108. *Physical address:* Ownership Unit B76, Umlazi Township.

The property has been improved by the erection of a dwelling house thereon, consisting a single storey brick/plaster and asbestos dwelling (54 m^2) comprising kitchen, lounge, two bedrooms and w.c. Municipal electricity, water supply and sanitation. Local authority. *Improvements:* P/c concrete fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current tax and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06164/MM.)

Case 295/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mandlenkosi Jeffrey Shezi,** Defendant

In pursuance of a judgment granted on 31 March 1993, in the Umbumbulu Magistrate's Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A779, in extent 325 (three hundred and twenty-five) square metres, situated in the Township of Magabeni, represented and described on General Plan B.A.79/69, held by virtue of Deed of Grant 2318/207. *Phycical address:* Ownership Unit A779, Magabeni.

The property has been improved by the erection of a dwelling-house thereon, consisting a single storey brick/plaster and asbestos dwelling (54 m^2) comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* P.c. concrete fencing, block retaining wall and burglar bars.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10134/MM.)

Case 8953/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Rajesh Devchand,** First Defendant, and **Shoba Devchand,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 11 January 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, on 24 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Remainder of Subdivision 1651, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 541 (five hundred and forty-one) square metres, which property is physically situated at 22 Fiona Street, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of deed of TransferT1339/93.

Improvements: Without constitution a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, separate toilet, outbuilding consisting of double garage, two bedrooms, two lounges, two kitchen and two shower/toilets.

Zoning: The property is zoned for Special Residential 400 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days incluxive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

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

Browne Brodie & Co., Plaintiff's Attorneys 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/025761/Mrs Chetty.)

Case 79760/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Sipho Douglas Shange,** Defendant

In pursuance of a judgment granted on 8 February 1994, in the Court of the Magistrate, Durban, under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 26 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 2359, Lamontville, Administrative District of Natal, in extent 390 (three hundred and ninety) square metres.

Improvements: Single-storey house consisting of two bedrooms, bathroom tiled with bathroom, basin and toilet, kitchen tiled with fitted cupboard and fully fenced wire.

Nothing in this regard is guaranteed.

Postal address: 5490 Bbubesi Road, Lamontville. *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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (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 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 office of the Sheriff of the Magistrate's Court, Somtseu Road entrance, Durban, or at our offices.

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr L. Hall/ L. Holmes/019730.)

Case 7270/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Agrippa Nkayiso Mchunu,** Defendant

In pursuance of a judgment granted on 14 September 1990, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, the front entrance to the Magistrates' Courts Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H706, in extent 442 (four hundred and forty-two) square metres, situated in the Township of KwaMashu, represented and described on General Plan PB247/1978, held by virtue of Deed of Grant G1625/190. *Physical address:* Ownership Unit H706, KwaMashu.

The property has been improved by the erection of a dwelling-house thereon, consisting a single storey maxi brick/plaster and tile dwelling (69,66 m^2 comprising of kitchen, dining-room, two bedrooms, bathroom and w.c's. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Verandah 4,33 m^2).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 19th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z20473/MM.)

Case 186/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Erick Bonga Mdladla,** First Defendant, and **Mfanofikeli William Mdladla,** Second Defendant

In pursuance of a judgment granted 8 October 1992 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00 at the main east entrance to the Magistrate's Court, Umbumbulu to the highest bidder:

Description: A certain piece of land, being Ownership Unit 1426, in extent 325 square metres, situated in the Township of KwaMakuta, represented and described on General Plan BA 35/1966; held by virtue of Deed of Grant 789/21.

Physical address: Ownership Unit 1426, KwaMakutha Township.

The property has been improved by the erection of a dwelling house thereon, consisting of a single storey block and asbestos dwelling (81,41 m^2) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and wcs. Municipal electricity, water supply and sanitation: Local authority. Improvements verandah (5.39 m^2).

Nothing is guaranteed in respect of such improvements on the property:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19 April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Z06122/MM.)

Case 1516/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ernest Lindela Mabhida,** Defendant

In pursuance of a judgment granted 15 October 1993 in the Umlazi Magistrate's Court and under a writ of excution issued thereafter the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu to the highest bidder:

Description: A certain piece of land, being Ownership Unit A1649, in extent 325 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan B.A. 35/1966, held by virtue of Deed of Grant 6784/21.

Physical address: Ownership Unit A1649, KwaMakhutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (54 m^2) comprising of kitchen, lounge, two bedrooms, bathroom and wcs. Municipal electricity, water supply and sanitation: Local authority. Improvements: Fencing.

Nothing is guaranteed in respect of such improvements on the property:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two-five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19 April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Z17529/MM.)

Case 1504/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thembinkosi Victor Chiliza,** Defendant

In pursuance of judgment granted on 4 October 1993 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu to the highest bidder:

Description: A certain piece of land, being Ownership Unit A2127, in extent 528 square metres, situated in the Township of KwaMakutha, represented and described on General Plan BA 35/1966, held by virtue Deed of Grant G006057/91.

Physical address: Ownership Unit A2127, KwaMakutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (52 m^2) comprising of kitchen, lounge, two bedrooms, bathroom and wcs. Municipal electricity, water supply and sanitation: Local Authority. Improvements: Security fence/gates and burglar bars/apron.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two-five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19 April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Z17512/MM.)

Case 633/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndiza Leonard Gasa,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 2 March 1994, a sale in execution will be held on Friday, 27 May 1994 at 10:00, at the front entrance to the Magistrate's Courts Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, Area 1, to the highest bidder:

Ownership Unit 36, in the Township of Ohlange, District of Ohlange, in extent of 298 square metres, represented and described on General Plan SG2271/1987, with the postal and street address of Unit 36, Ohlange.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and toilet outside 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 centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sherfiff 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/N423.7023/94.)

Case 632/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

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

In pursuance of a judgment of the above Honourable Court, dated 2 March 1994, a sale in execution will be held on Friday, 27 May 1994 at 10:00, at the front entrance to the Magistrate's Courts Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, Area 1, to the highest bidder:

Ownership Unit 77, in the Township of Ohlange, District of Ohlange, in extent of 476 square metres, represented and described on General Plan SG2271/1987, with the postal and street address of Unit 77, Ohlange.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and toilet outside 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 centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sherfiff 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/N423.7022/94.)

Case 003871/93

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

In the matter between **Perumal Govindsamy,** Execution Creditor, and **Vathnayagie Senevasa,** Execution Debtor

In pursuance of judgment granted on 23 September 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 24 May 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Remainder of Subdivision 15 of Lot 3, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 1 311 (one thousand three hundred and eleven) square metres.

Postal address: 17 Canna Avenue, Kharwastan.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen, toilet and bath and toilet.

Town-planning: 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 at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased seperately, 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, Chatsworth, or at our offices.

Ash Haripersad, for Ash Haripersad & Partners, Plaintiff's Attorneys, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

Case 14663/93

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 **B. N. Khanyile,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 19 January 1994, and a warrant of execution issued on 19 January 1994, the following immovable property will be sold in execution on 27 May 1994 at 10:00, in front of the Magistrates' Courts Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8676, 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 392 square metres.

Postal address: 2 Galaxy Crescent, Mariannridge, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, toilet and 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 centum) 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 the 14th day of April 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 2030/93

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

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, Plaintiff, and **Rajendra Naidoo,** First Defendant, and **Ruth Naidoo** (d/a in so far as need be), Second Defendant

In pursuance of a judgment granted on 12 May 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 24 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Subdivision 2945 of Chat Twelve of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 241 (two hundred and forty-one) square metres, consisting of semi-detached, brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, bathroom and toilet

Postal address: 77 Astral Drive, Chatsworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stand i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution form the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

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

Saras Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/858.)

Case 14721/93

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 **R. P. Schatz,** First Execution Debtor, and **D. R. Schatz,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 21 January 1994, and a warrant of execution issued on 21 January 1994, the following immovable property will be sold in execution on 27 May 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 7020, 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 461 square metres.

Postal address: 37 John Rose Drive, Mariannridge, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge/dining-room, kitchen, bathroom and toilet.

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 14631/93

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 **I. G. van Heerden,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 17 January 1994, and a warrant of execution issued on 19 January 1994, the following immovable property will be sold in execution on 27 May 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8613, 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 542 square metres.

Postal address: 14 Cetus Place, Mariannridge, Pinetown.

Improvements: Brick under tile dwelling consisting of four bedrooms, lounge, kitchen, bathroom and toilet.

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 344/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Zenzele Moses Bam,** Defendant

In pursuance of judgment granted on 22 June 1993, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 May 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit F293, in extent 942 square metres, situated in the Township of Umlazi, represented and described on General Plan BA 19/1966, held by virtue of Deed of Grant T0649/88, physical address Ownership Unit F293, Umlazi. The property consists of vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 13% (thirteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 13th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01099/MM.)

Case 8584/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited,** Plaintiff, and **Nielchand Dewcharan,** First Defendant, and **Chandini Devi Dewcharan,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 9 September 1993, a sale in execution will be held on 27 May 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda Area 1, to the highest bidder:

Lot 367, Southgate, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty-four (464) square metres, situated at 1 Village Place, Southgate, Phoenix, 4051.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with water and lights facilities comprising of three bedrooms, lounge, kitchen, dining-room, toilet and bathroom.

The sale shall be subject to the following conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, 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 21st day of April 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3354/93.)

Case 10563/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited,** Plaintiff, and **Jeffrey Samuel,** First Defendant, and **Charmaine Carmel Samuel,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 19 October 1993, a sale in execution will be held on 27 May 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda Area 1 to the highest bidder:

Lot 225, Southgate, situated in the City of Durban, Administrative District of Natal, in extent three hundred and sixty (360) square metres, situated at 24 Aldergate Avenue, Southgate, Phoenix, 4051.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with water and lights facilities comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates's Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, 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 21st day of April 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3385/93.)

Case 392/94

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 **Charmaine Estelle Lloyd,** First Defendant, and **Trevor Lloyd,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban Central, on 20 May 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

Unit consisting of section 21 as shown and more fully described on Sectional Plan SS273/86 in the building or buildings known as Tiber Island situated at City of Durban of which the floor area, according to the sectional plan is 39 (thirty-nine) square metres in extent; and an undivided share in the common property in te land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST 273/86 (21) (Unit), which section has physical address as Flat 305 Tiber Island, 6 Mona Road, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 the land on which the said building/s are erected is zoned General Residential 5;

2.2 the flat comprises a lounge/sleeping rescess; kitchen; a bathroom/w.c.; and a small open balcony.

3. *Terms:*

3.1 the purchaser shall be bound by the provisions of and rules made under Sectional Titles Act (Act No. 66 of 1971 or No. 95 of 1986) as amended or as substituted and as applicable;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000] in cash or by bank or bankguaranteed cheque or bank letter of authority on conclusion of the bidding;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 21 Stafmayer House, Beach Grove, Durban, and at the offices of the Plaintiff's attorneys, given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 13th day of April 1994.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1269/D11.)

Case 5661/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Asognath Manichun,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 20 May 1994 at 10:00:

Description: Lot 67, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and fifty-eight (758) square metres, held under Deed of Transfer T20216/90. *Physical address:* 62 Courtown Crescent, Avoca Hills, Natal. *Zoning:* Special residential.

The property consists of the following: Brick under tile dwelling, three bedrooms, toilet, bathroom, lounge, dining-room and kitchen. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountainview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 14th day of April 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4746/slm.)

Case 2898/91

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

In the matter between **Prestige Car Sales,** Plaintiff, and **Radhee Rajcoomar,** Defendant

In pursuance of a judgment granted on 3 June 1991, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property of the Defendant listed under shall be sold in execution to the highest bidder on 24 May 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

The property: Subdivision 1281 (12 of A of 2) of the farm Zeekoe Vallei 787, situated in the District of Durban, in extent 848 square metres. *Postal address:* 10 Stromia Road, Kenville. *Improvements:* Vacant land. Nothing is guaranteed in respect of these material conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

2. The full conditions of sale may be inspected by the Sheriff for the Magistrate's Court, Durban North.

3. (a) The purchaser shall pay the deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court or auctioneer within fourteen (14) days after the sale;

(b) The purchaser shall be liable for payment of interest at the rate of 12% (twelve per centum) per annum to the Plaintiff on the respective amount to be awarded on the plan of the distribution from the date of sale to date of transfer, both days inclusive;

(c) The purchaser shall be liable to pay interest on the Mortgage bonds registered on the property, from the date to sale to the date of transfer, both days inclusive.

4. Payment of the Sheriff's and auctioneer's fees by the purchaser is payable in cash on the day of the sale.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, taxes and other charges necessary to effect transfer, on request by the said attorneys.

Dated at Durban this 24th day of March 1994.

P. R. Maharaj & Co., 16th Floor, Nedbank House, 30 Albert Street, Durban.

Case 887/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Khehle Hannies Mbonane,** First Defendant, and **Thembi Joyce Mbonane,** Second Defendant

In execution of a judgent of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the First Defendant and Second Defendant, will be sold in execution on 20 May 1994 at 10:00, at the steps of the Magistrate's Court, Newcastle, Natal, to the highest bidder for cash:

Lot 10643, Newcastle Extension 44, situated in the Borough of Newcastle, Administrative District of Natal, measuring 630 square metres, and held under Deed of Transfer T21899/92.

The following information relating to the property is furnished, but not guaranteed in any way:

1. The property is situated at 5 Bloekom Street, Arbor Park, Newcastle.

2. The property has been improved by the construction of brick under iron dwelling, comprising lounge, dining-room, kitchen, three bedrooms (built-in cupboard) and bathroom with toilet. The outbuildings consists of garage and toilet. The property has a wire fence around it.

The conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Juris Forum Building, 153 Landdrost Street, Vryheid, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 20th day of April 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/gm/G.1.)

Case 12638/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, Plaintiff, and **Busisiwe Gloria Mafunda,** Defendant

In pursuance of a judgment granted on 2 March 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 May 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Lot 3062, Verulam Extension 29, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and forty-five (1 045) square metres.

Consisting of brick under tile, water and lights, three bedrooms, kitchen, lounge, toilet and bathroom.

Postal address: 3 Basin Road, Riverview Township, Rivierview.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditons of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 21st day of April 1994.

Saras Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/903.)

Case 1340/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **B. W. Dubazana,** First Defendant, and **G. N. Dubazana,** Second Defendant

In pursuance of a judgent granted on 22 February 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 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Site D 163, in the Township of KwaDabeka, District of Pinetown, in extent 331 square metres, held by Deed of Grant 11770/89.

Physical address: Unit D 163, KwaDabeka.

Improvements: Single storey, brick under asbestos dwelling, bedroom, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per 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 5th day of April 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 5643/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **S. M. Dlamini,** Defendant

In pursuance of a judgment granted on 2 July 1992, in the Magistrate's Court and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D900, in the Township of KwaDabeka, District of KwaDabeka, in extent of 300 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D900, KwaDabeka.

Improvements: Single storey, block under asbestos dwelling, two bedrooms, shower/toilet, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the 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 13th day of April 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 12148/91

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

In the matter between **Town Treasurer Borough of Pinetown,** Execution Creditor, and **Rajendralal Brijmohan Lalla N.O.,** in his capacity as Executor in the Estate Late Dhanpath, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 27 February 1992, and a warrant of execution issued on 11 March 1992, the following immovable property will be sold in execution on 27 May 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown to the highest bidder:

Description: Lot 4854, 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 1 070 square metres.

Postal address: 20 Hansa Place, Pinetown.

Improvements: Dwelling under construction with four rooms.

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 20th day of April 1994.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 6477/93

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 **Bhekumuzi David Dhlomo,** First Defendant, and **Grace Thuleleni Nonhlanhla Dhlomo,** Second 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, Durban South, on the steps of the Supreme Court, Durban, on Wednesday, 27 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 decribed as: Subdivision 5 of Lot 3601, Isipingo Extension 24, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Services Board Area, Administrative District of Natal, in extent one hundred and twenty-two (122) square metres and held under Deed of Transfer T3665/93.

Street address: 39 Acalypha Crescent, Lotus Park, Isipingo, Durban.

Improvements: A duplex with brick under tiled roof with no servants' quarters and garage consisting of three bedrooms, bathroom/bath/basin and toilet, lounge with tiled floor, kitchen with tiled floor and no fitted cupboards.

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St George's Street, Durba.

Dated at Durban this 18th 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 885/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mrs Ramona Julia Norton,** First Defendant, and **Mr Dennis Granville Bromley Norton,** Second Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietersmaritzburg and writ of execution dated 14 February 1994, the following fixed property will be sold on Thursday, 26 May 1994 at 10:00, in front of the Magistrate's Court, Estcourt, to the highest bidder, viz:

The Remainder of Subdivision 17 of the farm Bell Park 15793, situated in the Administrative District of Natal, in extent 9,9008 (nine comma nine nought nought eight) hectares, held by Ramona Julia Norton by virtue of Deed of Transfer T22969/90.

The aforesaid information in respect of the property is not guaranteed.

Conditions of sale and payment: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff of the Supreme Court, 142 Connor Street, Estcourt, or at the offices of Plaintiff's attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Browne Brodie & Company (Durban), Plaintiff's Attorneys, c/o Borwne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201. (Ref. B050012.SNT JW RDL.)

Case 9314/93

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

In the matter between **ABSA Bank Limited,** trading as Trust Bank, Plaintiff, and **Louis Joachim Fouche,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown and a re-issued warrant of execution dated 7 January 1994, the immovable property listed hereunder will be sold in execution on 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 8 (of 7) of Lot 1548, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent two thousand one hundred and forty (2 140) square metres, postal address 26 Langford Road, Westville.

Improvements: Brick under tile dwelling comprising of entrance hall, lounge, family room, dining-room, five bedrooms, two bathrooms, kitchen, scullery, servants' quarters, swimming-pool and double garage walled.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and within fourteen (14) days supply the Sheriff of the Court with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full conditions of sale may be inspected at our offices and/or at the offices of the Court Sheriff, Pinetown.

Dated at Pinetown on this the 15th day of April 1994.

MacRae Bath & Batchelor, 101 Wearcheck House, 16 School Road, Pinetown. (Ref. Mr Batchelor/mcm/02 J040 017.)

Case 1856/92

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 **David Robert Chappell,** Defendant

The following property shall be sold by the Sheriff for the Supreme Court, Verulam 2, on 20 May 1994 at 09:00, at the front entrance of the Magistrate's Court, corner of Moss and Groom Streets, Verulam, to the highest bidder without reserve:

The rights to erect and complete from time to time a further building or buildings on the specified part of the common property in the Sectional Title Development known as Aqua Marina, situated on Subdivision 2147 (of 1689) of the farm Cottonlands 1575, situated in the Umhloti Beach Town Board Area, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 2 023 square metres, and which scheme and buildings are shown on Sectional Plan SS234/91, and which rights to erect are real rights created in terms of section 25 of the Sectional Titles Act, No. 95 of 1986, as set out in the Certificate of Real Rights SK745/1991, dated 30 September 1991, issued to the Defendant in terms of section 12 (1) (e) of the said Act, No. 95 of 1986.

The said property (which is sold voetstoots) is more fully described in the Certificate of Real Right in terms of section 12 (1) (e) of the Sectional Titles Act, 1986, SK754/91, which was registered in the deeds office in Pietermaritzburg on 30 September 1991.

Terms:

(a) The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

(b) The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, being 5% (five per cent) on the first R20 000 (twenty thousand rand) of the price and 3% (three per cent) on the balance, with a maximum of R6 000 (six thousand rand) in cash or by bank or by bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

(c) The full conditions of sale and the said Certificate of Real Right SK754/91, may be inspected at the office of the Sheriff, Verulam 2, at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 19th day of April 1994.

J. M. Koch, for John Kock & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.730/D11.)

Case 1263/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Afzool Enus Kalil Kalil,** First Execution Debtor, and **Mrs Sugara Banu Kalil,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto, held at Scottburgh, dated 20 October 1993, on a warrant of execution dated 21 January 1994, the following immovable property will be sold in execution on 27 May 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Subdivision 15 (of 1) of Lot 377, Umzinto, situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand and four (1 004) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property which is a double storey brick under tile dwelling, one side fenced, one side precast wall, consisting of single garage, prayer room, lounge/dining-room combined, kitchen with built-in cupboards, scullery, passage leading to toilet, bathroom, four bedrooms no built-in cupboards, basement consisting of bedroom, kitchen and bathroom.

The property is zoned residential and there is no special privilege attached to the property.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

2. The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission 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, Scottburgh, within fourteen (14) days of the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for 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 can be inspected at the offices of the Sheriff of Scottburgh at 1 Savell Place, Scottburgh South, Scottburgh.

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

John Louw, McGarr & Associates, c/o Havemann-Ferguson, Execution Creditor's Attorneys, First Floor, 130 Scott Street, Scottburgh. (Ref. APG/ss.)

Case 7286/92

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 **Ravendran Govindasami Govender,** First Defendant, and **Bakialutchmee Govender,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Chatsworth, on 20 May 1994 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Magistrate's Court Building, Justice Street, Chatsworth, to the highest bidder without reserve:

Lot 880, Umhlatuzana, situated in the City of Durban, Administrative District of Natal, in extent 1 606 square metres, held at by the joint estate of the Defendants under Deed of Transfer T13606/90 and having street address at 13 Willow Park Drive, Umhlatuzana, Natal:

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 the property is zoned Special Residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 brick under tiled roof dwelling comprising five bedrooms, lounge, dining-room, kitchen, two bathrooms and toilets and scullery.

2.2.2 The property is fenced and the driveway is tarred.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 18th day of April 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.841/D11.)

Case 3449/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Surand Serichand Maharaj,** First Defendant, and **Jaishree Devi Maharaj,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 18 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 20 May 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 8 of Lot 439, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 376 (three hundred and seventy-six) square metres, which property is physically situated at 76 Sirkhod Road, Rasethorpe, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15399/1975.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under metal dwelling consisting of an entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet and a toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25 (ninteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 25th day of Aprl 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 202/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kandhia Kanniah Naidoo,** First Defendant, and **Vera Naidoo,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 24 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 20 May 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 219 of the farm Orient Heights 15738, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 640 (six hundred and forty) square metres, which property is physically situated at 59 Capricorn Crescent, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T28031/1987.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile house, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet and a toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven das of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amont referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this the 25th day of April 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 718/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Eric Francis Wilke,** First Defendant, and **Pearl Wilke,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 20 May 1994, 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 6 of Lot 1134, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and sixty one (1 061) square metres, which property is physically situated at 12 Walter Short Road, Scottsville, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7768/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, a bathroom, two toilets and a toilet. There are outbuildings consisting of two staffrooms, stores, two carports and a toilet.

Zoning:

The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on 25th April 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 590/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **David Milne Westwood,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 20 May 1994, 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 121 (a Subdivision of 120) of ABCDEFG 1789, situated in the City and County of Pietermaritzburg, Province of Natal, in extent four comma nought two two one (4,0221) hectares, which property is physically situated at 38 Sutton Road, Hilton, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T18850/72.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos house, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. There are outbuildings consisting of a staff-room and a toilet.

Zoning:

The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on 25th April 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 4662/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Bankorp Limited,** Plaintiff/Execution Creditor, and **Padmini Chettiar,** Defendant/Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 29 June 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Inanda Area 1, Verulam, on Friday, 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder, without reserve:

1. *Property description:*

(a) Section 2 as shown and more fully described on Sectional Plan SS449/1985 in the scheme known as Lot 204, Phoenix in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said Sectional Plan, is 148 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

2. *Physical and postal address:* 15 Vulcan Road, Phoenix Industrial Park, 4068.

3. *Improvements:* Brick under asbestos building, with water and lights, consisting of one open workshop, toilet and basin adjoining kitchen, two partitioned offices. Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. All bids will be accepted and 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, together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

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. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000 of the purchase price, thereafter 3% (three per cent) on the balance, subject to a minimum of R200 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff, Inanda (Area 1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

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

Johnston Easton-Berry, Attorneys for Execution Creditor, 801 Norwich Life House, 9 Gardiner Street, Durban. (Tel. 307-6090.) (Ref. R. Easton-Berry/RC03 T005 001.)

Case 152/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT KLIP RIVER

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **T. S. Miya,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1992, 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, site E2431, Ezakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G10433/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, and outbuildings, w.c. and shower.

Extent: 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 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 in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 22nd day of April 1994.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF241.)

Case 9062/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Kasieprasad Pattundeen,** Plaintiff, and **Kasarilall,** First Defendant, and **Ekathree,** Second Defendant

In the execution of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 7 January 1994, the undermentioned property will be sold in execution on Tuesday, 24 May 1994 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, by public auction to the highest bidder:

Subdivision 77 of the farm Chat Fourteen 14906, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-two (232) square metres.

Improvements: Semi detached double storey block under asbestos roof, dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Conditions and terms:

1. The sale shall be for cash and the successful bidder will be required to pay a deposit of 10% (ten per centum) immediately upon conclusion of the sale, together with the auctioneer's charges and to secure the balance of the purchase price or pay same in cash to the auctioneer with 14 (fourteen) days of the date of sale.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per cent) per annum, to the Plaintiff from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arreas and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. *Sheriff's commission:* The purchaser shall pay to the Sheriff, commission calculated at 5% (five per cent) on the purchase price immediately after the sale.

The conditions of sale which will be read immediately prior to the sale are lying for inspection at the offices of the Sheriff, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Isipingo on this the 10th day of March 1994.

Singh and Singh, 20 Police Station Road, Isipingo Rail, c/o Docex 1, 15 Parry Road, Durban, 4000. (Ref. IS/P414/sk.)

Case 7287/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Execution Creditor, and **Edmund James Linda Cele,** Execution Debtor

In pursuance of a judgment granted on 30 January 1990, in the Supreme Court in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution by the Sheriff or his authorised Deputy, Port Shepstone, on Friday, 20 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder:

1. *Description:* Subdivision 1 of the consolidated farm Fairview 7915, Administrative District of Natal, situated at Fairview Misson, Umzumbe, in extent five hundred and seventy-seven comma three one nine four (577,3194) hectares, held by the Execution Debtor Edmund James Linda Cele, born 27 June 1958, and numerous others.

The property is held subject to the terms and conditions, in so far as still in force and applicable of the Original Government Grant 8572, especially reserving the mineral rights in favour of the state and is further subject to a number of servitudes and numerous expropriations by the National Transport Commission.

3. *Improvements:*

2.1 The property is zoned for residential purposes.

2.2 The improvements on the property are as follows:

2.2.1 The main building is a single-storey dwelling which consists of six rooms comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

2.2.2 The outbuilding consists of a garage with asbestos roof.

Nothing in the above regard is guaranteed.

3. *Conditions:*

3.1 The property shall be sold to the highest bidder subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

3.2 The full conditions of sale may be inspected at the office of the Sheriff, Port Shepstone.

3.3 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, plus the Sheriff's commission of 5% (five per cent) of the proceeds of the sale up to the sum of R20 000 and thereafter 3% (three per cent) subject to a minimum of R100 and a maximum of R6 000 immediately 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 Execution Creditor's attorney to be furnished to the Sheriff, Port Shepstone, within (14) fourteen days after the date of sale.

3.4 The property shall be sold as it stands.

Dated at Durban on this the 15th day of April 1994.

Legator McKenna Incorporated, Execution Creditor's Attorneys, 21st Floor, Eagle Building, Murchies Passage, 357 West Street, Durban. (Tel. 305-1571.) (Fax. 304-5455.) (Ref. E. Herr/bh/H569.)

Case 548/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Noelkisor Rughubeer,** First Defendant, and **Bhanmathi Rughubeer,** Second Defendant

In pursuance of a judgment granted on 8 March 1994 in the Supreme Court of South Africa (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property of the Defendants listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Property description: Lot 2065, Shallcross (Extension 2) situate in the Development Area of Shallcross, Administrative District of Natal, in extent 73 square metres, consisting of double storey dwelling comprising lounge, family study, kitchen, laundry, six bedrooms, three bathrooms/w.c., four garages and garden brick fencing.

Zoning: Special Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court, Chatsworth, 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% (eighteen per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all 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, Chatsworth, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. J. C. Jones/Rughubeer.nos.)

Case 4713/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Muthoosamy Naidoo,** Defendant

In pursuance of a judgment granted on 29 October 1993 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 24 May 1994 at 10:00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Property description: Subdivision 2817 of Chat Twelve of the farm Chatsworth 834, situate in the City of Durban, Administrative District of Natal, in extent 513 square metres.

Postal address: 38 Lunar Crescent, Woodhurst, Chatsworth, Natal, consisting of single-storey dwelling-house brick under tile comprising kitchen, dining-room, bathroom/w.c., lounge and three bedrooms. *Outbuilding* comprising four rooms and w.c./shower.

Zoning: Special Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court, Chatsworth 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% (eighteen per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Chatsworth, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. J. C. Jones/mnaidoo.nos.)

Case 129/93

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

In the matter between **Small Business Development Corp. Ltd,** Execution Creditor, and **P. H. Dube,** trading as Uitkoms Handel, Execution Debtor

In pursuance of a judgment of the above Court dated 16 June 1993 and a warrant of execution, Subdivision 5 (of 3) of Lot 186, situated in the Administrative District of Utrecht, will be sold in execution on 26 May 1994 at 10:00 in front of the Magistrate's Court, Utrecht to the highest bidder.

The property is improved consisting of a main building, large storage room and an open office.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Utrecht within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Utrecht.

Dated at Newcastle this the 22nd day of April 1994.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorney for Plaintiff, 46 Voortrekker Street; P.O. Box 36, Newcastle, 2940. [Tel. (03431) 27-234.] (Tel. (03431) 26-226.]

Case 3029/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa,** Execution Creditor, and **D. S. Greyling,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 1 February 1994, the following immovable property will be sold in Execution on 3 June 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 2262, Uvongo, situated in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T6911/81.

The following information is furnished regarding the property, but is not guaranteed:

Improved by: Dwelling under brick and asbestos, consisting of main house, lounge, open plan dining-room, kitchen, bathroom, two bedrooms and bedroom with bathroom-en-suite. Outbuilding consisting of flat with open plan lounge and kitchen, bedroom and bathroom.

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 a building society guarantee, approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone: 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone this day of April 1994.

Eriksson & McConnell, Execution Creditors Attorneys, 50 Bisset Street; P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/dso/03/F001/029.)

Case 3468/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Donald Guilford Ray Ulyate,** Defendant

In pursuance of a judgment in the above Honourable Court dated 10 February 1994 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff of the above Honourable Court on Friday, 27 May 1994 at 11:00 to the highest bidder:

Sub 5 of Lot 3, Camperdown, situated in the Camperdown Health Committee Area and Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 970 square metres, held by the Defendant under Deed of Transfer T2241/83.

1. The property is situated at 29 Robertson Road, Camperdown.

2. There is a klinker brick under tile residence comprising lounge, dining-room, study, three bedrooms, kitchen, pantry, schullery, two bathrooms (mes), staff toilet, double garage, pool and tennis court.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale shall be without reserve.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 25th day of April 1994.

J. Von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 2971/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Premjith Krishnapersadh,** Defendant

In pursuance of a judgment granted on 14 February 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 65 of Lot 316, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 949 square metres.

Address: 36 Avoca Road, Effingham Heights, Durban.

Improvements: Dwelling consisting of brick under tile, comprising of: Downstairs: Lounge, room/bedroom, kitchen, shower, toilet and washbasin. Upstairs: Three bedrooms, lounge, kitchen with units, dining-room, bathroom, washbasin, toilet and toilet.

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, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011498.)

Case 028744/89

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

In the matter between **Mrs J. V. M. Reddy,** Plaintiff, and **Devanathan,** also known as Constable D. Moonsamy, Defendant

In pursuance of a judgment on 17 July 1989 in the Magistrate's Court, 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, at the front entrance of the Magistrate's Court, Chatsworth:

Description: Subdivision 3517 (of 3439) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 230 square metres.

Street address: Road 721, House 222, Montford, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom. Nothing in this regard is guaranteed.

Material conditions:

1. This sale, shall be subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchase price shall be paid by means of a deposit of 10% (ten per cent) thereof in cash immediately on the property being knocked down to the purchaser and the balance is to be secured by a bank or building society guarantee to be handed to the messenger within fourteen (14) days after date of sale.

3. The purchaser shall pay to the Messenger of the Court commission calculated at 4% (four per cent) on the purchase price immediately after the sale.

4. The property is sold as it stands and subject to any servitudes or conditions of title that may be registered against the property.

5. The full conditions of sale may be inspected at the offices of the Plaintiff/Judgment Creditor's attorneys hereunder or at the offices of the Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 20th day of April 1994.

Phipson—De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Mr Lindemann/02D001030.)

Case 463/89

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Muzi Wilfred Madonda,** First Defendant, and **Fred Madonda,** Second Defendant

In pursuance of judgment granted on 13 June 1991, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 May 1994 at 10:00, the Magistrate's Court, Umbumbulu (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit 1616, in extent 325 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant 4028/103.

Physical address: Ownership Unit 1616, KwaMakhutha Township.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey block/brick and asbestos dwelling (86m²) comprising of kitchen, lounge, four bedrooms, bathroom, w.c. and a garage (18m²). Electricity-tubed and wired, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 11,5% (eleven comma five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 24th day of March 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z03260/MM.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 57/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eksekusieskuldeiser, en **J. J. Cronje,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 2 Februarie 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 23 Mei 1994 om 09:00:

Sekere: Erf 2097, Uitbreiding 4, geleë in die dorpsgebied van Odendaalsrus, distrik Odendaalsrus, groot 952 (nege vyf twee) vierkante meter, gehou kragtens Transportakte T773/89, geregistreer op 30 Januarie 1989 en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde Transportakte.

Verbeterings daarop: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. (Ten opsigte waarvan die bestaan geen waarborg gegee word nie.)

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling binne genoemde tydperk gewaarborg word deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoop-voorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

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

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 17720/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank,** h/a Trust Bank, Eksekusieskuldeiser, en **Daniel Jacobus Schoeman,** Eksekusieskuldenaar

Ter uitvoering van die uitspraak van vonnis toegestaan deur hierdie Agbare Hof op 21 Oktober 1993, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju van die Hof, Welkom, te die perseel geleë te die Landdroskantore, Tulbachstraat-ingang, Welkom, op Vrydag, 27 Mei 1994 om 11:00, in die voormiddag, naamlik:

Sekere: Erf 2509, geleë in die dorp en distrik Welkom, beter bekend as Staatsweg 156, Bedelia, Welkom, groot 833 (agt drie drie) vierkante meter, gehou kragtens Akte van Transport T337/81 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 20ste dag van April 1994.

Balju van die Hof, Constantiastraat 100C, Welkom.

Case 1908/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society,** Plaintiff, and **Abraham Cornelius Botha,** First Defendant, and **Susanna Wilhelmina Botha,** Second Defendant, and **Nicolas Georgiou,** Third Defendant

In executon of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue-entrance of the Magistrate's Court, Bloemfontein, on Friday, 20 May 1994 at 10:00, of the undermentioned property of the First and Second 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, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, prior to the sale:

Erf 20430, Bloemfontein Extension 133, situated in the City and District of Bloemfontein, measuring 1 308 (one thousand three hundred and eight) square metres, held in terms of Deed of Transfer T13132/91, registered by the Registrar of Deeds, Bloemfontein, on 17 October 1991.

Consisting of: Three bedrooms, dining-room, two bathrooms, lounge, kitchen and garage.

Situated at 4 Kappituit Street, Pellissier, Bloemfontein.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (ND2214.)

Saak 1041/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Nasionale Bouvereniging,** Eksekusieskuldeiser, en **M. E. Mazibuko,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 4 Maart 1994, sal die volgende eiendom by wyse van Openbare Veiling in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 11:00, voor die Landdroskantoor, Welkom:

Erf 19889, geleë in die dorpsgebied Thabong, distrik Welkom, groot 250 (tweehonderd en vyftig) vierkante meter.

Verbeterings: Bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 16,75% (sestien comma sewe vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju Welkom, nagesien word.

Gedateer te Welkom op hierdie 22ste dag van April 1994.

J. Fourie, vir Van Rooyen Mostert Fourie, Prokureurs vir Eksekusieskuldeiser, Heeren II gebou, Heerenstraat 2, Posbus 4, Welkom, 9460.

Saak 601/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Pieter Andreas Christiaan du Toit,** Eerste Eksekusieskuldenaar, en **Martha Maria du Toit,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 31 Maart 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 20 Mei 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Erf 2333, geleë in die dorp Odendaalsrus-uitbreiding 4, distrik Odendaalsrus, ook bekend as Nerinastraat 75, Odendaalsrus, groot 1 280 vierkante meter, gehou kragtens Akte van Transport 12828/1988.

Verbeterings: 'n Vierslaapkamer woonhuis met sitkamer, eetkamer, TV-kamer, twee badkamers, kombuis, vier motorhuise en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling 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 Geregsbode, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 18de dag van April 1994.

George Maree, vir Van Der Watt Maree & Jordaan, Van der Watt-gebou, Kerkstraat 52, Odendaalsrus.

Saak 100/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** Eiser, en **P. J. Delport,** Verweerder

Ingevolge 'n uitspraak in die Hof, van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 22 Februarie 1994, sal die volgende eiendom op Vrydag, 27 Mei 1994 om 10:00, by die Landdroskantoor, Voortrekkerstraat, Ventersburg, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 290 en 291, geleë in die stad en distrik Ventersburg, groot 1 983 vierkante meter (beide erwe), gehou kragtens Akte van Transport 54/1983, geregistreer op 4 Januarie 1983, perseeladres Wilsonstraat, Ventersburg.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sit-en-eetkamer aaneen, badkamer apart, toilet apart en kombuis. *Buitegeboue:* Motorhuis, buitegeboue met toilet, netjiese geboude dam van klip en sement en 'n boorgat met sterk lopende water (pomp ontbreek).

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Ventersburg.

Geteken te Bloemfontein hierdie 22ste dag van April 1994.

J. H. Truter, Prokureur vir Eiser, p.a. Naudes, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 1872/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **G. H. Stroebel,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, van die distrik Sasolburg gedateer 23 Julie 1992, en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1368, Sasolburg, groot 722 (sewehonderd twee-en-twintig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof, voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Hammelbergstraat 43, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureur.

Geteken te Sasolburg op hierdie 18de dag van April 1994.

L. D. M. Stroebel, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 406/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen **ABSA Bank,** Eiser, en **H. M. H. le Roux,** Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 20 Augustus 1993, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 7 Oktober 1993, sal die ondergenoemde eiendom per openbare veiling verkoop word te Fouriestraat 15, Hennenman, op Vrydag, 27 Mei 1994 om 10:00:

Erf 343, Hennenman, groot 1 250 vierkante meter, geleë te Fouriestraat 15, Hennenman.

Verbeterings: Portaal, sitkamer, eetkamer, vier slaapkamers, waskamer, kombuis, badkamer, badkamer met stort, twee motorhuise, motorafdak en buitekamer met toilet.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 26ste dag van Januarie 1994.

Maree & Vennote, E M F-gehou, Steynstraat 40, Posbus 23, Hennenman.

Saak 279/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Hendrik Lodewyk Ehlers,** Eerste Verweerder, en **Louisa Johanna Christina Ehlers,** Tweede Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal die verkoping, met voorbehoud van die volgende eiendom van bogemelde Eerste en Tweede Verweerders plaasvind te die kantore van die Balju van die Hooggeregshof by die Landdroskantoor, Tulbach-ingang, Welkom, op Vrydag, 20 Mei 1994 om 11:00, naamlik:

Erf 4518, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, bekend as Azaliastraat 30, Riebeeckstad, Welkom, groot 833 vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaande uit 'n woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en 'n motorhuis.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Shercourtgebou, Constantiastraat 100, Welkom, gedurende kantoorure.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak 3101/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Andries Arnoldus Welgemoed,** Verweerder

Ingevolge 'n vonnis gedateer 24 Maart 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 3 Junie 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 246, geleë in die stad en distrik Bloemfontein, te wete Karel Kielblockstraat 15, Langenhovenpark, Bloemfontein, groot 3 996 m^2, gehou kragtens Transportakte T10747/1992, Karel Kielblockstraat 15, Langenhovenpark, Bloemfontein.

Verbeterings: Woonhuisbestaande uit vier slaapkamers, studeerkamer, eetkamer, televisiekamer, sitkamer, kombuis, twee badkamers en drie motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 19de dag van April 1994.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 65/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Du Bergen Skema,** Eiser, en **mej. H. K. Germishuizen,** Verweerder

Ingevolge 'n vonnis gedateer 24 Januarie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 3 Junie 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 7, Deeltitel Skema SS/9, Du Bergen, te wete Du Burgen 101, Andries Pretoriusstraat 24, Bloemfontein, groot 47 m^2, gehou kragtens Akte van Transport ST7807/1993, Du Bergen 101, Andries Pretoriusstraat 24, Bloemfontein.

Verbeterings: Meenthuis bestaande uit slaapkamer, badkamer, kombuis en sitkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van April 1994.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 746/93

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 **Phindile David Ngqumshe,** 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 by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3827, Zamdela Township, District of Parys, measuring 402 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL1672/1989, being 3827 Zamdela, 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. 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 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 14th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64364/FCLS/Mr Brewer/djl.)

Case 1616/93

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 **Joseph Mahlomola Makae,** First Defendant, and **Mmatilane Martha Makae,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court 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:

The right of leasehold in respect of Erf 3053, Zamdela Township, District of Parys, measuring 268 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL1361/1986, being 3053 Zamdela, Sasolburg.

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 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. Z67717/FCLS/Mr Brewer/djl.)

Case 4484/93

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 **Peter Christian John Biccard,** First Defendant, and **Geraldine May Biccard,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court 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 1335, Sasolsburg Extension 1 Township, District of Parys, measuring 782 square metres, held by the Defendants under Deed of Transfer T9541/1992, being 13 Van Reenen Street, Sasolburg.

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, garage, servant's room and w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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. Z78163/FCLS/Mr Brewer/djl.)

Case 767/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **M. F. Kock,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 11 April 1994, and warrant of execution dated 11 April 1994, the following property will be sold to the highest bidder on 20 May 1994 at 11:30, at the Magistrate's Court, Bethlehem, namely:

Erf 752, situated in the Town and District of Bethlehem, measuring 1 816 square metres.

Improvements: Four bedrooms, kitchen, two lounges, family room, two bathrooms, dining-room, store and two garages.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale into the hands of the Sheriff of the Magistrate's Court, the balance to be secured by a bank or building society guarantee within 14 days after the sale.

The property will be sold to the highest bidder without reserve price and conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court at Bethlehem and the offices of Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem.

Dated at Bethlehem on this 29th day of April 1994.

Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem, 9700.

Saak 767/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Mev. M. F. Kock,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 11 April 1994, en 'n lasbrief tot eksekusie gedateer 11 April 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Bethlehem, gehou word op 20 Mei 1994 om 11:30, naamlik:

Erf 752, geleë in die dorp en distrik Bethlehem, grootte 1 816 vierkante meter.

Verbeterings: Vier slaapkamers, kombuis, twee sitkamers, familiekamer, twee badkamers, eetkamer, stoor en twee motorhuise.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 29ste dag van April 1994.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Case 3100/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Steven John Ellett,** First Defendant, and **Emilia Maria Messias Ellett,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 7 April 1994 and a warrant of execution, the following property will be sold in execution without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on 3 June 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 4674, situated in the City Welkom, District of Welkom, measuring 1 204 (one thousand two hundred and four) square metres, held by the Defendants by virtue of Deed of Transfer T5214/1990, known as 20 Graham Street, Dagbreek, Welkom.

Improvements residential property with: Lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, separate toilet, garage, servants' quarters with toilet and two carports. (None of which are guaranteed).

Terms: The purchase price is payable as follows:

1. 10% (ten per cent) thereof on the day of the sale; and

2. The balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

3. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

4. The property shall be sold voetstoots to the highest bidder.

5. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including Value-Added Tax, as are payable to obtain the certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 25th day of April 1994.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN46.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE M. J. SCHOEMAN, MASTER'S REFERENCE No. T3639/93

Duly instructed by the Trustee in the above matter, we will sell by public auction on the spot, 28 Timber Street, Wentworth Park, Krugersdorp, on Monday, 16 May 1994 at 12:00, the following:

Solidly built family home with pool, Wentworth Park, Krugersdorp.

Certain Erf 334, situated 28 Timber Street, Wentworth Park, Krugersdorp, measuring approximately 763 square metres upon which is erected a residence comprising entrance-hall, lounge, dining-room, three bedrooms, bathroom and separate toilet. *Outbuildings:* Staff room with toilet and shower, carport, enclosed front and back verandas, brick-paved driveway and pool with brick-paved surround.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view. Watchman in attendance.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troy Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE P. H. VISSER AND V. J. VISSER, MASTER'S REFERENCE No. T4465/93

Duly instructed by the Provisional Trustee in the above matter, we will sell by public auction on the spot, 10 Tortelduif Street, Helikonpark, Randfontein, on Monday, 16 May 1994 at 10:30, the following:

Three-bedroomed home with study, Helikonpark, Randfontein.

Certain Erf 548, situated 10 Tortelduif Street, Helikonpark, Randfontein, measuring approximately 1 251 square metres upon which is erected a residence comprising entrance-hall, lounge, dining-room, study, fitted kitchen with eye-level oven and separate hob, three bedrooms (main with dressing-room and bathroom en suite), double garage, maids room and toilet and precast walling on three sides.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view. Watchman in attendance.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troy Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE N. H. JACOBS, MASTER'S REFERENCE No. T4269/93

Duly instructed by the Trustee in the above matter, we will sell by public auction on the spot, 104 Nederveen Highway, Roodekop, Leondale, Germiston, on Tuesday, 17 May 1994 at 10:30, the following:

Three-bedroomed home, Roodekop, Leondale, Germiston.

Certain Erf 1205, situated 104 Nederveen Highway, Roodekop, Leondale, Germiston, measuring approximately 805 square metres upon which is erected the following: Lounge, dining-room, bar, kitchen, three bedrooms (main with bathroom en suite), second bathroom, garage, maid's room and toilet and precast walling on all sides.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view. Watchman in attendance.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troy Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN IMPLEMENTE EN TREKKERS TE BRITS

In die opdrag van die Kurator in die insolvente boedel **H. J. Briel, Meestersverwysing T4382/93,** asook 'n ander instansie verkoop ons die ondervermelde implemente en trekkers per publieke veiling op Maandag, 16 Mei 1994 om 11:00.

Plek van veiling: MGK Graansilos, Tomstraat, Brits.

Los bates:

Trekkers:

1975 Fiat 1300 DT
1983 Fiat 980 STD
1978 John Deere 1020
1985 John Deere 2251
1978 John Deere 3130
1981 Landini 7500 DT
1971 John Deere
1969 Fiat 850
1983 Fiat 980 DT
1976 John Deere 2130
1978 John Deere 3130
1980 Landini 7500
1983 Fiat 1580 DT

Implemente:

Safim 4-skaar ploeg
Safin 3-skaar ploeg
Mielie planter
Sleepwa
Hooihark stoll roteer
Vibroflex 2,4 m 10-tand
Claas-baler 50 Tou
Vetsak Bygewas skoffel
Vetsak grondbreker
Twee John Shearer tillers
Hamermeul 136 op wiele
Kontrasnyeg 2,3 m Hidrolies
Planter LM 22.4 Ry 0,9
Vestak Mieliedorsmasjien met ontlaai awegaar.

Terme: Streng kontant of bankgewaarborgde tjeks.

Besigtiging: Kontak Hennie Lourens by (01211) 2-0151.

Navrae: Skakel Martin by (012) 322-8330/1.

Reg word voorbehou om enige item by te voeg of weg te laat.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

VAN'S AFSLAERS

VEILING: WOONHUIS

In opdrag van die Kurator van insolvente boedel **P. J. Jacobs, T4718/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Dinsdag, 17 Mei 1994 om 11:00, te Rhodeslaan 7, Dunnottar, groot 1 428 m^2.

Verbeterings: Woonhuis met vier slaap-, twee bad-, studeer-, sit- en eetkamers, kombuis, portaal, motorhuise, bediendekamer en swembad.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN NETJIESE WOONSTEL IN PRETORIA, WONDERBOOM-SUID

In opdrag van die Kurator in die insolvente boedel **M. C. van der Bank, Meestersverwysing T3286/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Donderdag, 19 Mei 1994 om 11:00:

Plek van veiling: Sunhillwoonstelle 12, Voortrekkerweg 976, Wonderboom-Suid.

Beskrywing van eiendom: Eenheid 7 van Skema SS Sunhill 34, ook bekend as Sunhill 12, Voortrekkerweg 976, Pretoria, groot 63 m^2.

Verbeterings: Hierdie woonstel bestaan uit slaapkamer, oopplankombuis, badkamer, sit-/eetkamer, toesluit onderdakparkering en gemeenskaplike swembad sowel as braaigeriewe.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mnr. Bezuidenhout by (012) 76-1435.

Navrae: Skakel Martin by (012) 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN MODERNE NUUTGEBOUDE DUPLEKS WOONSTEL, NOORD VAN JOHANNESBURG, SANDTON

In opdrag van die Kurator in die insolvente boedel **J. A. Meyer, Meestersverwysing T5197/93,** verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 17 Mei 1994 om 11:00.

Plek van veiling: Airdlin Place 17, Airdlinweg, Paulshof-uitbreiding 31, Sandton.

Beskrywing van eiendom: Gedeelte 17 van Erf 919, Paulshof-uitbreiding 31, ook bekend as Airdlin 17, Airdlinweg, Paulshof-uitbreiding 31, Sandton.

Verbeteringe: Nuutgeboude staan teëldak, voorportaal, sitkamer, toegeboude stoep met ingeboude braai fasiliteite, twee slaapkamers, moderne groot kombuis, badkamer met aparte toilet met ekstra gastetoilet, bediendekamer met volledige badkamer aansluitend met die dubbelmotorhuis wat as derde slaapkamer gebruik kan word. Elektroniese beheerde deure met gevestigde tuin en wasarea.

Besigtiging: Daagliks tussen 17:00 en 18:00, asook naweke.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

CONNIE J. VAN DER MERWE & KIE VEILINGS, AFSLAERS EN VOORRAADLIKWIDATEURS

INSOLVENTE BOEDELVEILING: BESTAANDE UIT MEUBELS, KANTOORMEUBELS EN FORD CORTINA BAKKIE OP WOENSDAG, 18 MEI 1994 OM 09:00, TE CONNIE J VAN DER MERWE & KIE, LEASKSTRAAT, KLERKSDORP

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **C. M. van Niekerk, Meestersverwysing No. T4481/93,** sal die volgende per publieke veiling verkoop word:

1. *Meubels en kantoormeubels:* JVC kleur televisie, Technics hoëtroustel, Sharp mikrogolfoond, lessenaar, stoel, liasseerkabinet en vyfstuk gegote yster tuinstel.

2. *Voertuig:* 1982 Ford Cortina 1600 bakkie.

Afslaersnota: Besigtiging dag voor veiling. Betaling streng kontant of bankgewaarmerkte tjeks. Skakel die afslaer vir verdere besonderhede.

Connie J. van der Merwe & Kie Veilings, Afslaers en Voorraadlikwidateurs, Posbus 391, Leaskstraat 23, Klerksdorp. [Tel. (018) 462-4133.] [Faks. (018) 462-4347.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE I. L. RAUTENBACH, MASTER'S REFERENCE No. T4922/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 32 (of Portion 239), of the farm Waterkloof 305, on the Kroondal Road, off the Johannesburg/Rustenburg (R24) National Highway, District of Rustenburg, Registration Division JQ, Transvaal, on Saturday, 7 May 1994 commencing at 10:00; smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE L. AND K. AUGUSTI, MASTER'S REFERENCE No. T402/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 14 Cook Avenue, Cinderella, District of Boksburg, Transvaal, on Monday, 9 May 1994 at 10:30; a three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

TRAKMAN'S AUCTIONEERS (PTY) LTD

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Lifestyle Cane Company (Pty) Ltd,** in liquidation, **Master's Reference T212/94,** we will sell the assets at the following addresses:

On Thursday, 19 May 1994 at Ground Floor, Admirals Court, corner of Tyrwhitt and Oxford Roads, Rosebank, and on Wednesday, 25 May 1994 at 8 Maritzburg Street, City and Suburban, Johannesburg.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Phone. (011) 614-7135.]

PROPERTY AUCTIONEERS

INSOLVENT ESTATE BEATRIX SCHWARZ, MASTER'S REFERENCE No. T401/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 124 Danie Bezuidenhout Street, Meyerton South, on 20 May 1994 at 11:00, three-bedroomed home.

For further particulars and viewing contact the auctioneer: Property Auctioneers CC. [Tel. (016) 81-2031.] [After hours. (016) 87-3842.]

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **G. H.** en **C. M. Pietersen,** sal die ondervermelde eiendom aangebied word op 11 Mei 1994 om 11:00, te die eiendom:

Erf 370/16, Trichardt, beter bekend as Jansenstraat 32, Trichardt.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, motorhuis en afdak.

Afslaersnota: 'n Ouerige tipe huis geleë in 'n goeie woonbuurt.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

OMNILAND AFSLAERS

LIKWIDASIEVEILING: SCHURWEBERG-LANDBOUHOEWE

Potensiaal vir hotel, restaurant en dorpsontwikkeling. Dranklisensie reeds in September 1991 toegestaan. Twee woonhuise, twee swembaddens, onthaal kompleks en buitegeboue.

Gedeelte 78 van die plaas Schurweberg 488 JQ, groot 8,5653 hektaar.

Dinsdag, 17 Mei 1994 om 11:00, op die perseel.

Ligging: Vanaf Pretoria, volg Kerkstraat in 'n westelike rigting verby Atteridgeville. Links by Schurweberg afdraai. Volg grondpad vir 2,7 km. Regs op tweespoorpaadjie.

Verbeteringe: Woonhuis 1: In restaurant en vermaaklikheidssentrum omskeppingsfase, twee swembaddens, kroeg met ablusiegeriewe en sewe grasdak lapas. *Woonhuis 2:* Geskik vir omskepping in hotel, vier slaapkamers, vier badkamers en volop buitegeboue. *Elektrisiteit:* R.O.P.B. *Water:* Twee elektriese toegeruste boorgate.

Afslaersnota: Hierdie eiendom bied onbeperkte ontwikkelingspotensiaal vir hoëklas swart-dorpsontwikkeling, hotel- en restaurantontwikkeling met 'n uitstekende ligging.

Betaalvoorwaardes: 20% (twintig persent) deposito per gewaarborgde tjek. Sewe dae bekragtiging. Balans per waarborg binne 30 dae.

Navrae: Omniland Afslaers. [Tel. (012) 324-1137.] Na-ure: Deon Botha [Tel. (012) 83-3358.]

Opdraggewer: Die Likwidateur, CJ Financial Advisers, Meestersverwysing T5097/93.

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Elliot op 27 Mei 1994 om 10:00 voor die Landdroskantoor te Elliot die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die plaas VALLETTA nr 251 in die Afdeling Maclear

GROOT: 684,2353 hektaar

(2) Restant van die plaas VALLETTA nr 251 in die Afdeling Maclear

GROOT: 735,6273 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T42786/1990

(3) Gedeelte 1 (LYMORE LODGE A) van die plaas LYMORE-LODGE nr 326 in die Afdeling Barkly-Oos

GROOT: 942,9646 hektaar

Eiendom (3) Blykens Akte van Transport T8522/1989

in die naam van DAVID BENJAMIN VORSTER

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2) 30 km wes van Ugie

Eiendom (3) 35 km noord van Elliot

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2) Arbeidershuis. Veekerend omhein en verdeel in kampe. Verskeie fonteine.

Eiendom (3) Woonhuis, implemente stoor, motorhuis, skeerhuis en 9 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, sement reservoir, 9 drinkbakke, verskeie fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAH 03344 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 April 1994.

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Marquard op 27 Mei 1994 om 10:00 voor die Landdroskantoor te Marquard die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas Rijssel 222, distrik Marquard

GROOT: 244,0981 hektaar

Eiendom (1) blykens Akte van Transport T1300/1984

(2) Onderverdeling 1 (DEO VOLENTE) van die plaas WOLVERAND 226, distrik Marquard

GROOT: 254,9360 hektaar

Eiendom (2) blykens Akte van Transport T6963/1989

(3) Die restant van die plaas JONKERS HOEK 66, distrik Marquard

GROOT: 229,7822 hektaar

(4) Die plaas DE FRONT 57, distrik Marquard

GROOT: 256,9596 hektaar

(5) Die restant van die plaas MATONSHOEK 53, distrik Marquard

GROOT: 390,6186 hektaar

Eiendomme (3) tot (5) blykens Akte van Transport T10048/1985

in die naam van CHARL PETRUS THERON

Ligging van hierdie eiendomme:—

10 km oos van Marquard

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Woonhuis en stoor. Veekerend omhein en verdeel in kampe. 3 Boorgate, sementdam, 2 suipkrippe, 3 gronddamme en fonteine.

Eiendom (2): Stoor. Veekerend omhein en verdeel in kampe. Boorgat, sementdam en 3 suipkrippe.

Eiendomme (3) tot (5): Woonhuis, 2 rondawels, 2 stoorkamers, melkportaal, 2 kalwerstalle, 2 store, staalstoor, drukgang met spuitdip, bulstal, kuilvoerput, klipstoor, afdak en werkswinkel. Veekerend omhein en verdeel in kampe. 8 Boorgate, sementdam, 9 suipkrippe en 15 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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAG 03440 01G 02G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 April 1994.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

—————oOo—————

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

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Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

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