REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 347 PRETORIA, 13 MEI / MAY 1994 No. 15715

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 34118/93
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Collin William van Zyl,** First Defendant, and **Jenny Diedre van Zyl,** 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 which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 1288, in the Township of Turffontein, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres.

Situated at 124 Tramway Street, Kenilworth, 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: Fitted carpets and tiles, comprisng lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* Garage, double carport, servant quarters, store-room and w.c. with shower, boundary brick walls, paving, patio's and braai area.

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 18th 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/MN6478.)

Case 235/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Antonio: Virginia Matilda,** 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Portion 1 of Erf 380, in the Township of Turffontein, Registration Division IR, Transvaal, in extent 248 (two hundred and forty-eight) square metres.

Situated at 99A Garden Street, Turffontein, 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: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. Outbuildings: Garage, boundary brick walls and patio.

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 19th 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/MN6486.)

Case 3280/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Makgang Patricia Mokgodi,** 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 695, in the Township of Meredale Extension 9, Registration Division IQ, Transvaal, in extent 1 154 (one thousand one hundred and fifty-four) square metres.

Situated at 695 Barbet Street, Meredale Extension 9, Johannesburg.

Improvements: (not guaranteed) A Vacant Erf suitable for building.

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 19th 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/MN6495.)

Saak 146/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Die Dorpsraad van Swartruggens,** Eksekusieskuldeiser, en **P. H. Roux,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Swartruggens, voor die Landdroshof, Jan van Riebeeckstraat, Swartruggens, op 27 Mei 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erwe 182, 183, 184, 185, Rodeon, Swartruggens-dorpsgebied, Swartruggens, Registrasieafdeling JP, Transvaal, groot, ook bekend as Combrinkstraat, Swartruggens.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik in wie se guns verbande oor die eiendom geregistreer is.

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

Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Steenstraat 60, Rustenburg. (Verw. ADB/RM/MM0064.)

Case 22226/93
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 **Chain, Zodak Israel,** First Execution Debtor, and **Lunderstedt, Maureen Jennifer,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 10 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Section 41 as shown and more fully described on Sectional Plan SS24/1983 in the scheme known as The Trails situated in the Township of Sandown, being 41 The Trails, Linden Road, Sandown, Sandton.

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, measuring 132 (one hundred and thirty-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, two separate toilets, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages. The common property comprising of four servants' rooms, toilet and shower, two servant's toilets, kitchen, garage, 80 double garages and swimming-pool.

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

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

Dated at Johannesburg this 13th day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.182.)

Case 7886/92

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

In the matter between **Nedcor Bank Limited** and **D. R. Johnson**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 3 June 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property Erf 458, Dersley, Springs, Registration Division IR, Transvaal, measuring 963 square metres.

Postal address: 25 Orpiment Avenue, Dersley, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, shower and toilet, carport.

1. The property will be sold without reserve to the highest bidder and 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 in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs. (Ref Mr Van Heerden/N91064.)

Case 1262/93

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

In the matter between **Nedcor Bank Limited** and **J. C. du Plessis** and **Mrs A. L. du Plessis**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 5 April 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 May 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 347 Geduld, Springs, Registration Division IR, Transvaal, measuring 495 square metres.

Postal address: 62 Fifth Street, Geduld, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with corrugated iron roof, kitchen, lounge, three bedrooms, bathroom and toilet.

1. The property will be sold without reserve to the highest bidder and 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 in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Ref. Mr Van Heerden/N93009.)

Saak 19263/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **First National Bank of SA Ltd,** Eiser, en **Mr Clive Wesley van Diggilen,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 2 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 24 Mei 1994 om 10:00:

Gedeelte 7 van Erf 2055, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, grootte 1 256 vierkante meter, gehou kragtens Akte van Transport T40517/82 (die eiendom is ook beter bekend as 31ste Laan 470, Villieria).

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 sitkamer, eetkamer, twee slaapkamers, gesinskamer, patio wat lei uit gesinskamer, badkamer, toilet, kombuis, motorhuis, bediendekamer met toilet, klein stoorkamer, boorgat, geplaveerde oprit.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju te Messcor Huis 30, Margarethastraat, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 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. V.d. Burg/LVDW/F7138/B1.)

Case 31095/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Valashiya, Stefane Nicolas,** First Defendant, and **Valashiya, Evelyn Andy Nomthandaso,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, on 1 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Erf 1445 (formerly known as Site 1579), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 1579 Likole Extension 1, Katlehong, Alberton, being the *domicilium citandi et executandi*, measuring 330 (three hundred and thirty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, concrete tiled roof, comprising living-room, kitchen, two bedrooms, bathroom and w.c. Property fenced.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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/N00047.)

Saak 2607/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.,** voorheen Nedperm Bank Bpk., Eiser, en **A. Holding,** Verweerder

Ingevolge uitspraak van die Landdros, van Rustenburg, en 'n lasbrief tot geregtelike verkoping met datum 3 Maart 1994, sal die ondervermelde eiendom op Woensdag, 1 Junie 1994 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 7 ('n gedeelte van Gedeelte 3) van Erf 546, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 874 vierkante meter, bekend as Benonistraat 21A, Rustenburg, gehou kragtens Akte van Transport T66610/89, waarop opgerig is een woonhuis van baksteenmure onder 'n teëldak wat gesê word vyf kamers, buiten kombuis en een en 'n halwe badkamer en motorafdak, waarvan egter geen waarborg gegee word nie.

Voorwaardes:

10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigwaarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

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

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 702/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phillip Malefetse,** First Defendant, and **Jennie Malefetse,** Second Defendant

On 3 June 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 1652, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1652 Vosloorus Extension 2, Boksburg, improvements detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge, and outbuildings comprising two garages.

Conditions of sale:

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 18th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L Pinheiro/H01236.)

Case 10898/93

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

In the matter between **Nedcor Bank Limited, Plaintiff, and Manana Maria Tsotetsi,** Defendant

On 3 June 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 8091, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 8091 Vosloorus Extension 9, Boksburg, improvements detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, dining-room and lounge.

Conditions of sale:

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 of 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 18th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L Pinheiro/H00968.)

Case 8289/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mali Isaac Msibi,** First Defendant, and **Nozipho Remember Msibi,** Second Defendant

On 3 June 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 7748, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7748 Vosloorus Extension 9, Boksburg, improvements detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and dining-room.

Conditions of sale:

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L Pinheiro/H00549.)

Case 10950/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jooste More,** First Defendant, and **Jermina More,** Second Defendant

On 3 June 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 1781, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1781 Vosloorus Extension 3, Boksburg, improvements detached single storey brick residence consisting of two bedrooms, one and a half bathroom, kitchen and dining-room.

Conditions of sale:

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 of 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 18th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L Pinheiro/H1068.)

Saak 6152/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser (Eksekusieskuldeiser), en **Mustapha Jackson,** Eerste Verweerder (Eerste Eksekusieskuldenaar), en **Khatija Jamaludeen,** Tweede Verweerder (Tweede Eksekusieskuldenaar)

Ten uitvoerlegging van die 'n vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 19 November 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 10 Junie 1994 om 10:00, te Foxstraat-ingang, Landdroshof, Johannesburg:

Beskrywing:

Sekere residensiële eiendom geleë in die dorpsgebied Park Town-uitbreiding, Registrasieafdeling IR, Transvaal; synde Gedeelte 1 van Erf 725, groot 952 (nege vyf twee) vierkante meter, die straatadres van die eiendom is Napierstraat 83, Parktown.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 22ste dag van April 1994.

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

Case 7252/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Hendrik Johannes Christoffel du Toit,** First Defendant, and **Julia Lynn du Toit,** Second Defendant

On 3 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 377, Bardene Extension 2, Registration Division IR, Transvaal, situated at 21 Leith Road, Bardene Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H12.)

Case 2467/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Marcus Michael Makuwa,** First Defendant, and **Gugu Lettie Makuwa,** Second Defendant

On 3 June 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 3277, Vosloorus, Registration Division IR, Transvaal, situated at 3277 Nguni Section, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01312.)

Case 71/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Elija Mtimkulu,** First Defendant, and **Dumazile Audrey Mtimkulu,** Second Defendant

On 3 June 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 17997, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at Erf 17997, Vosloorus Extension 25, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, one and a half bathrooms, kitchen, lounge and outbuildings comprising garage.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1035.)

Case 5695/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndleleni Joseph Motsweni,** First Defendant, and **Sibongile Phildah Motsweni,** Second Defendant

On 3 June 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 152, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 152 Vosloorus Extension 4, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01351.)

Saak 21971/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Ellaine Barbara Harrison,** Eerste Verweerder, en **Robert Harrison,** Tweede Verweerder

'n Verkoping word gehou deur die Balju, Pietersburg, te Landdroskantoor, Pietersburg, op 1 Junie 1994 om 10:00, van:

Erf 3161, geleë in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, groot 1 188 vierkante meter, gehou kragtens Akte van Transport T55712/1987 (beter bekend as Zebrastraat 15, Fauna Park, Pietersburg).

Besonderhede word nie gewaarborg nie.

Steenwoonhuis met teëldak, vier slaapkamers, twee badkamers, ingangsportaal, sitkamer, eetkamer, familiekamer, huis, studeerkamer, opwaskamer, volvloermatte, warm water-sisteem, dubbelmotorhuis, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pietersburg, Hans van Rensburgstraat 68, Pietersburg.

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

Case 17013/92
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 **Magcai, Mbuyiselo Templeton,** 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 20, situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 20 Emdeni Extension 2, Johannesburg, measuring 294 (two hundred and ninety-four) square metres.

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

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

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

Dated at Johannesburg this 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. (Ref. Foreclosures/avb/M335.)

Case 27897/92
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 **Magasela, Jacob,** First Execution Debtor, and **Magasela, Mavis,** Second Execution Debtor, and **Dladla, Mandla Albert,** Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 3 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Site 1143, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1143 Evaton North, Vanderbijlpark, measuring 330 (three hundred and thirty) square metres.

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

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

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

Dated at Johannesburg this 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. (Ref. Foreclosures/avb/M431.)

Case 32026/93
P.H. 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 **Mncela, 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 10739 (previously known as 68) situated in the Township of Tokoza Extension 2, Registration Division IQ Transvaal, being 10739 (previously known as 68) Tokoza Extension 2, Alberton, measuring 260 (two hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with tiled roof , comprising kitchen, lounge/dining-room, 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 calculted 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 20th 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/M742/avb.)

Case 30824/94
P.H. 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 **Quvane, Daphne,** First Execution Debtor, and **Masina, Phillip,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 9 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 979, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 979 Protea Glen, Johannesburg, measuring 226 (two hundred and twenty-six) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 20th day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/Q.5.)

Case 16582/93
P.H. 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 **Bremner: James Arthur,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 9 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 18, situated in the Township of Ridgeway, Registration Division IR, Transvaal, being 5 Totius Street, Ridgeway, Johannesburg, measuring 744 (seven hundred and forty-four) square metres.

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

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

Auctioneer's charges, payable on the day of 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 20th day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.260.)

Case 29327/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mnguni, Fani Zephaniah,** First Execution Debtor, and **Mnguni, Clementine Lindiwe,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 3 June 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 11102, situated in the Township of kwaThema, Registration Division IR, Transvaal, being 11102 Marule Street, kwaThema, Springs, measuring 294 (two hundred and ninety-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with asbestos 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 20th day of April 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M177.)

Case 19708/93
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 **Matloga, Maropeng Hendrick,** 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 12778, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 112778 Inkwili, Vosloorus Extension 23, Boksburg, measuring 400 (four hundred) square metres.

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M676.)

Saak 2668/92

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

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.,** Eiser, en **Susanna Magdalena Claasens,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie teen goed gedateer 22 Desember 1993, sal die onderstaande eiendom op 27 Mei 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder verkoop word, naamlik:

Restante gedeelte van Erf 405, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T207519/91, met straatadres te Stasieweg 669, Pretoria-Noord.

Verbeteringe: Twee slaapkamers, ingangsportaal, sitkamer, familiekamer, eetkamer, studeerkamer, badkamer, aparte toilet, kombuis met spens en opwaskamer, enkelmotorhuis, drie afdakke, stoorkamer, boorgat (nie toegerus nie), omhein met betonmure.

Gedateer te Pretoria hierdie 18de dag van April 1994.

C. P. van As, vir J. W. Wessels & Vennote, Prokureurs vir Eksekusieskuldeiser, Schoemanstraat 811, Arcadia, Pretoria. (Verw. Invor/mev. Cotton/JE0002.)

Case 923/94
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 **Stand No. 1672 Fourway Gardens CC,** (CK 90/27053/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 7 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 1672, situated in the Township of Fourways Extension 15, Registration Division JR, Transvaal, being 1672 Pagoda Crescent, Fourways Extension 15, measuring 1 125 (one thousand one hundred and twenty-five) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.104.)

Case 1308/94
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 **Gough, Hugh Donald,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 7 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 5, situated in the Township of O'Summit, Registration Division IR, Transvaal, being 40 Westview Drive, O'Summit, Randburg, measuring 4 206 (four thousand two hundred and six) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.169.)

Saak 1263/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **V. M. Chawe,** Eerste Verweerder, en **L. M. Chawe,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eendheid op 3 Junie 1994 om 11:00, te die Balju, Soshanguve, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1146, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL2017/89, grootte 360 (driehonderd-en-sestig) vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 20ste dag van April 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/172/LA.)

Saak 31751/92
PH 139

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Nedcor Bank Limited,** Eiser, en **Collins: Ingrid Terry,** Eerste Verweerder, en **Collins: Malcolm Ian Richard,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te Elna Randhof 9, hoek van Blairgowrie-rylaan en Selkirklaan, Blairgowrie, op Dinsdag, 24 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

(Kort beskrywing van eiendom, ligging, straatnommer, ens.):

Holding 389 North Riding Agricultural Holding, Registration Division IQ, Transvaal, situated at 389 Spioenkop Avenue, North Riding.

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

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R200 (tweehonderd rand).

Gedateer op die 9de dag van Maart 1994.

Snaid & Milne, p.a. Rosenthal & Schneider, Eiser se Prokureur, 14de Straat 1 en Louis Botha Laan, Orange Grove, Johannesburg. (Verw. PS/1136/N.)

Case 31751/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Collins: Ingrid Terry,** First Defendant, and **Collins: Malcolm Ian Richard,** Second 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the 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:

(Short description of property situation, and street number):

Holding 389, North Riding Agricultural Holding, Registration Division IQ, Transvaal, situated at 389 Spioenkop Avenue, North Riding Agricultural Holdings, Randburg.

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

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 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. Minimum charge R200 (two hundred rand).

Dated on the 9th day of March 1994.

Snaid & Milne, c/o Rosenthal & Schneider, Plaintiff's Attorneys, 1 14th Street, corner Louis Botha Avenue, Orange Grove, Johannesburg. (Tel. 678-4562.) (Ref. PS/1136/N.)

Saak 2876/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Glass King & Hardware CC,** Eiser, en **Maano Steven Mohale,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word te die Landdroshof, Seshego, deur die Balju van die bogenoemde Hof op 1 Junie 1994 om 14:00, sonder reserwe en aan die hoogste bieder:

Eenheid 1089, Zone 3, Seshego, groot 372 vierkante meter, gehou kragtens Grondbrief 418/78.

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

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien persent) van die koopprys onmiddellik na die verkoping in kontant betaal en vir die balans en rente, moet die koper die Eiser binne 21 (een-en-twintig) dae na datum van die verkoping van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

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

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

B. D. Hattingh, vir Espag Hattingh & Ludwig, Tweede Verdieping, Boland Bankgebou, Schoemanstraat 42A; Posbus 387, Pietersburg. (Verw. Hattingh/MP C07144.)

Saak 2597/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (Reg. No. 51/00009/06), Eiser, en **Manuel Motsamai Potse,** Eerste Verweerder, en **Machebo Annah Potse,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 Mei 1993, sal die Verweerders se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 62551, in die dorpsgebied Sebokeng-uitbreiding 17, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd-en-agt) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie: Tweeslaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 19de dag van April 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P3/85 NM/U.)

Case 30336/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Kubheka Ephraim,** First Defendant, and **Jackson Ronny Modiba,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 2 March 1994, will be sold in execution on Thursday, 20 May 1994 at 10:00, at the salesrooms of the Sheriff , 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 8974, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, in extent 401 (four hundred and one) square metres, situated at 8974, Thobejane Street, Dobsonville Extension 3, Roodepoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Brick. *Floor:* None. *Roof:* Tiles. *Rooms:* Lounge, dining, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Other improvements:* None.

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 Sheriff's Office, Roodepoort, for the Supreme Court, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex: DX.571.) (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/0829.)

Saak 878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Wilhelmina Maria van Dyk,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof, op 7 Maart 1994, en 'n lasbrief vir eksekusie gedateer 18 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 3 Junie 1994 om 11:00:

Erf 64, Minnebron-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 067 (eenhonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T35084/1990, geleë te Des Fountainsingel 22, Minnebron, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis omskep in 'n kleuterskool bestaande uit: Twee klaskamers, twee speelkamers, twee slaapkamers, agt handwasbakke, kombuis, spens, vier stoorkamers, bediendekamer en buitetoilet.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 21ste dag van April 1994.

C. de Heus, vir Du Plessis de Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/mev. O'Neill.)

Case 02584/94
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Harvey: Colin Michael,** 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, 2 June 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 737, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, area 248 (two hundred and forty-eight) square metres. *Situation:* 54-10th Street, Newlands, Johannesburg.

Improvements (not guaranteed): A house consisting of two bedrooms, two bathrooms, kitchen, lounge/dining-room with brick walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) 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 this the 20th day of April 1994.

Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP97.)

Case 33064/93
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Henning: Jacobus Michael,** First Defendant, and **Henning: Jilona Marlene,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 2 June 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 1444, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, area 629 (six hundred and twenty-nine) square metres, situation 30 13th Street, Newlands, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and two car-ports with precast walls around property.

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

Dated at Johannesburg on the 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 N141:NP64.)

Case 610/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Brits: Martha Elizabeth,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on 3 June 1994 at 11:15, 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, Boksburg, prior to the sale:

Certain Erf 1197, Impalapark Township, Registration Division IR, Transvaal, situated at 112 Elizabeth Road, Impalapark, Boksburg, being the domicilium citandi et executandi, measuring 843 (eight hundred and forty-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 21st 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 Texeira/AU0097 (AU97).]

Saak 258/94

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk,** Eiser, en **Hendrik Christiaan Crafford,** Eerste Verweerder, en **Annelize Crafford,** Tweede Verweerder

Eksekusieverkoping gehou te word te die kantore van die Landdroshof, Delvillestraat, Witbank, op 3 Junie 1994 om 10:00, van:

Erf 1587, Benfleur-uitbreiding 3, geleë in Witbank, Registrasieafdeling JS, Transvaal, grootte 1 310 m^2 (eenduisend driehonderd-en-tien) vierkante meter.

Die eiendom is geleë en staan bekend as Basaltstraat 27, Benfleur, Witbank.

Verbeterings bestaan uit: Drie slaapkamers, sitkamer, eetkamer, kombuis, opwas, dubbelgarage, twee badkamers en geteëlde dak.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-balju, Witbank.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pp/SB360.)

Case 3524/93

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

In the matter between **First National Bank,** Plaintiff, and **Sidwell M.** and **Gladys N. Mthembu,** Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 19 August 1993 and subsequent warrant of execution the following property will be sold in execution at The Sheriff's Office, Brakpan, on 17 June 1994 at 11:00, namely:

Erf and Township: Lot 18781, Tsakane Extension 8, held by Certificate of Registered Grant of Leasehold TL25008/1990.

Measuring: 294 square metres.

Registration: IR, Transvaal.

Also known as: 18781 Khotavushika Street, Tsakane Extension 8, Brakpan.

Description of the property: Semi-face brick walls, tiled roof, lounge, two bedrooms, bathroom and diamond mesh fencing.

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

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

B. Cooper, for Ivan Davies Theunissen, IDT Building, P.O. Box 6, Docex 6, Springs. (Ref. Mr Ashton/NK/DN0403.)

Saak 1846/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Yvonne Margaret Fowler,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 3 Junie 1994 om 10:00:

Erf 1117, Discovery-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Beatrixweg 2, Discovery-uitbreiding 3, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staal vensters, gepleisterde mure en betonomheining, die huis bestaan uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis en bediendekamer.

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

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

Saak 4874/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk,** Eiser, en **Johannes Gerhardus Haycock Stadler,** Verweerder

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

Erf 1230, geleë in die Vanderbijlpark South West 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 718 (sewehonderd en agtien) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark op hierdie 25ste dag van April 1994.

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

Saak 270/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WOLMARANSSTAD GEHOU TE WOLMARANSSTAD

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **F. J. Cloete,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 19 April 1994, sal die hierondervermelde eiendom verkoop word op Vrydag, 3 Junie 1994 om 10:00, voor die Landdroskantoor, Piet Retiefstraat, Wolmaransstad, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 443, Wolmaransstad, Registrasieafdeling HO, Transvaal, groot 2885 vierkante meter, gehou kragtens Akte van Transport T16392/91.

Die eiendom is verbeter en geleë te Geyerstraat 11, Wolmaransstad.

Voorwaardes:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof, Wolmaransstad, se kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10/% (tien persent) van die koopprys plus Balju se kommissie teen vyf persent (5%) aan die Balju, Wolmaransstad, betaal en vir die balans van die koopprys moet die koper 'n bank- en/of bouverenigingwaarborg aan die Balju lewer binne een-en-twintig (21) dae na datum van verkoping.

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

3. Die koper sal aanspreeklik wees vir hereregte en/of BTW, transportkostes plus BTW, agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Wolmaransstad op hierdie 21ste dag van April 1994.

Coetzee & Van der Merwe, Prokureurs vir Eiser, Krugerstraat 30A, Posbus 12, Wolmaransstad.

Case 10947/90

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Johannes George Hattingh,** First Defendant, and **Delina Willemina Hattingh,** Second Defendant

On 3 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 438, Boksburg North, Registration Division IR, Transvaal, situated at 28 First Street, Boksburg North, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01056.)

Case 8712/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phehello Abram Mofolo,** Defendant

On 3 June 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 930 Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 930 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H934.)

Case 2519/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sipho Samuel Mnyakeni,** Defendant

On 3 June 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 340, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 340 Vosloorus Extension 8, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, lounge, dining-room, 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 guarantee within 14 days of the sale.

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. :(Ref. L. Pinheiro/H01093.)

Case 2264/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mzikhuluma Nicolous Ntshangase,** Defendant

On 3 June 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 20231, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20231 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H01305.)

Case 13896/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Petrus Johannes Mokou,** First Defendant, and **Evelyn Gaborone Mokou,** Second Defendant

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

All right, title and interest in the leasehold in respect of Erf 629, Etwatwa Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres known as Stand 629, Etwatwa Township, Benoni.

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

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

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, and Value-Added Tax (if applicable), immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma twenty-five per centum) per annum, on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court, from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

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

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

Case 1217/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Alpheus Gabso Khoza,** Defendant

In pursuance of a judgment in the Court, of the Magistrate of Benoni, and writ of execution issued on 17 March 1994, the property listed hereunder will be sold in execution on Friday, 10 June 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 15122, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, known as Stand 15122, Tsakane Extension 5, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under asbestos residence comprising bedroom, bathroom, kitchen and lounge. *Fencing:* Wire.

The material conditions of sale are:

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

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

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

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

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

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

Dated at Benoni on this the 22nd day of April 1994.

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

Saak 940/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Buys I. G. Mnr.,** Eerste Verweerder, en **Buys M. E. Mev.,** Tweede Verweerder

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

Gedeelte 76 ('n gedeelte van Gedeelte 4) van die plaas Vaalbank 511, Registrasieafdeling JR, Transvaal, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Bronkhorstspruit, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer the Bronkhorstspruit op hede die 25ste dag van April 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspruit. [Tel. (01212) 20057/8/9.] (Verw. DV/E176.)

Saak 4952/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Sizakhele Samuel Mcina,** 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, 3 Junie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 11 ('n gedeelte van Gedeelte 4) van Lot 61, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T88464/88, grootte 352 (driehonderd twee-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 25ste dag van April 1994.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/90/NM/U.)

Saak 5291/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nathaniel Lolo Gumbi,** Eerste Verweerder, en **Matlakala Mirriam Gumbi,** 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, 3 Junie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 453, geleë in die dorpsgebied Sebokeng, Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL27292/89, grootte 350 (driehonderd-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir 'n 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 25ste dag van April 1994.

Rooth & Wessels, Prokureur vir Eiser, Concordgebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/936/NM/U.)

Case 921/94
P.H. 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 **Du Plessis, Johannes Stefanus,** 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 8 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, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Portion 1 of Erf 710, situated in the Township of West Krugersdorp, Registration Division IQ, Transvaal, being 59 Naude Street, West Krugersdorp, measuring 283 (two hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is gauranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, entrance hall, pantry, 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 this 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/bt/D.288.)

Case 3486/94
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 **Francis, Desree,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 9 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 30, situated in the Township of Actonville, Registration Division IR, Transvaal, being 30 Kimberley Street, Actonville, Benoni, measuring 446 (four hundred and forty-six) square metres.

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

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

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

Dated at Johannesburg on this the 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/bt/F.106.)

Case 3983/94
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 **Hodge, Shaun Anthony,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, of 9 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 765, situated in the Township of Westdene, Registration Division IR, Transvaal, being 77 Perth Road, Westdene, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg on this the 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/bt/H.213.)

Saak 9629/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Eiser, en **Maxala Simon Vilakazi,** Eerste Verweerder, en **Magruta Alice Vilakazi,** Tweede Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroskantoor te Vanderbijlpark, op 10 Junie 1994 om 10:00:

Sekere Erf 204, Sebokeng, Eenheid 6-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 729 (sewehonderd nege-en-twintig) vierkante meter.

Verbeterings: Twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Een-tiende $\frac{1}{10}$ van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-/bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, te Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 26ste dag van April 1994.

D. C. J. Hoffmann, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging, Posbus 415.

Saak 2746/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Eiser, en **Marc Achiel Johanna Ryckbosch,** Eerste Verweerder, en **Sharon Gail Ryckbosch,** Tweede Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Balju Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 27 Mei 1994 om 10:00:

Sekere Gedeelte 4 van Erf 343, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, Transvaal, Asterweg 4, Boundary Manor, De Deur, groot 8 009 (agtduisend en nege) vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/toilet en drie garages.

Terme: Een tiende $\frac{1}{10}$ van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-/bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, te Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 25ste dag van April 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging, Posbus 415.

Saak 3800/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Adolph Hendrik Smith** (3912205042008), Eerste Verweerder, en **Hermina Engela Smith** (4305310102008), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Junie 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantore, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, aan die hoogste bieder:

Erf 1800, in die dorp The Orchards-uitbreiding 9, Registrasieafdeling JR, Transvaal, groot 1 052 (eenduisend twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T19501/92.

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

Straatadres: Joeylaan 29, Orchards-uitbreiding 9, Pretoria, Transvaal.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, badkamer, toilet, twee motorafdakke, buite toiletgeriewe, steenplaveisel, voorafvervaardigde omheining en swembad.

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 (veertien) dae na die datum van die verkoping verseker word by wyse van 'n bank- or bouvereniging-waarborg 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, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, Transvaal.

Gedateer te Pretoria op hierdie 2de dag van Mei 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9060/94/BVDM.)

Case 34624/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Zijl: Petrus 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, 2 June 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 178, of Erf 1227, Claremont (Johannesburg) Township, Registration Division IQ, Transvaal, area 550 (five hundred and fifty) square metres, *Situation:* 7 Bidou Street, Claremont, Johannesburg.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other exceptable guarantee to be furnished within 14 (fourteen) days from the day of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum), 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 this the 25th day of April 1994.

Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP88.)

Case 60/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Nicolaas Jacobus Erasmus,** Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution the property described as:

Erf 2, in the Town of Naboomspruit, Registration Division KR, Transvaal, in extent 5 949 square metres, held by Deed of Transfer T28990/90, will be sold in front of the Court-house of the above Court on 23 June 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Brick dwelling under iron roof situated on 2 First Street, Naboomspruit, consisting of lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, corridor and two veranda's. Outbuildings consist of garage, two toilets, store-room and servant's room. Property fenced with precast and pig netting.

The material conditions of sale are:

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

2. The sale is voetstoots and subject to:

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

2.2 The conditions of the title deed, and

2.3 The conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Signed at Pietersburg on the 26th day of April 1994.

L. F. de Lange, for Pratt, Luyt & De Lange, c/o Freek Swanepoel, Fanie Ferreira Business Centre, P.O. Box 139, Naboomspruit, 0560.

Saak 178/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **N. M. Mbongo,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 7 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 27 Mei 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof Vanderbijlpark:

Eiendom: Erf 62314, Sebokeng-uitbreiding 17-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 319 vierkante meter.

Verbeterings: Teëldak, matte, sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 29ste dag van April 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.30294/ip.)

Saak 803/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06) (Natal Bouvereniging Beperk), Eiser, en **M. J. Radebe,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 23 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 10 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof Vanderbijlpark:

Eiendom: Erf 62328, Sebokeng-uitbreiding 17-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 340 vierkante meter.

Verbeterings: Teëldak, matte, novilon, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 20ste dag van April 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.40033/ip.)

Saak 6015/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/10384/06) (Natal Bouvereniging Beperk), Eiser, en **P. L. Rothe,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 18 Januarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 10 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 569, Vanderbijlpark Central East 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 542 vierkante meter, ook bekend as Berninistraat 20, Vanderbijlpark.

Verbeterings: Sinkdak, volvloermatte en teëls, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Garage, buitekamer, buite toilet en beton omheining.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 29ste dag van April 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031–6.) (Verw. I.20193/ip.)

Saak 836/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mokebe Lazarus Leeu,** Eerste Verweerder, en **Emely Puseletso Leeu,** Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 7 Maart 1994, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 27 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 62358, geleë in die dorpsgebied Sebokeng, Eenheid 17, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd-en-agt) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 25ste dag van April 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance Huis 1, President Krugerstraat, Vanderbijlpark.

Saak 3970/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Bankorp Beperk,** Eiser, en **Francisco George da Silva,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 24 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word op 3 Junie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 35, Dancornia-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 hektaar, gehou kragtens Akte van Transport T49966/1988, bekend as Hoewe 25, Dancornia-landbouhoewes, Randfontein.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/B92.)

Saak 3851/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Fikile Michael Komane,** Eerste Verweerder, en **Ethel Nombulelo Komane,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 4 November 1991, sal die ondervermelde eiendom geregtelik verkoop word op 3 Junie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4994, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL4433/1991, bekend as Erf 4994, Mohlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sement teëldak wat bestaan uit twee slaapkamers, badkamer, kombuis en gekombineerde sit-/eetkamer. Daar is geen buitegeboue en die perseel is omhein met draad.

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

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N292.)

Case 23733/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Visagie, Robert Andrew,** First Defendant, and **Visagie, Rosa Kathaleen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 9 June 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 a the office of the Sheriff of the Supreme Court, Second Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1847, Albertville Township, Registration Division IQ, Transvaal, area 496 (four nine six) square metres, situation 84 Long Street, Albertville.

Improvements (not guaranteed): Single storey residence, plastered brick under iron roof, lounge, dining-room, three bedrooms with main bedroom fully tiled, second bathroom and kitchen tiled.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Norton-Lambrianos, c/o Helen Ellis, Plaintiff's Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F1540/V8/MC.)

VERKOPINGS

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

Eksekusiekrediteur: **Nedcor Bank Beperk**.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

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

Saaknommer: 5684/93.

Vonnisskuldenaar: **T. J. Mofokeng en O. M. Mofokeng.**

Eiendom: Alle reg, title en belang in die huurpag ten opsigte van Perseel 63076, Sebokeng-uitbreiding 16, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 240 vierkante meter.

Beskrywing van eiendom: Woonbuis met geen buitegeboue.

Straatsdres van eiendom: Perseel 63076, Sebokeng-uitbreiding 16, distrik Vanderbijlpark.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/527.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 3 Julie 1994 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

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

Saaknommer: 8097/91.

Vonnisskuldenaar: **S. M. Henley.**

Eiendom: Erf 1, Ohenimuri-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 1 095 vierkante meter.

Beskrywing van eiendom: Onverbeterde eiendom.

Straatsdres van eiendom: Erf 1, Ohenimuri, distrik Vereeniging.

Rente op vonnisskuld: 21,75% (een-en-twintig komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/307.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939 op Vrydag, 3 Junie 1994 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vier honderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die Koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200 onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapswaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

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

Saak: 6953/93

Vonnisskuldenaars: **J. Shezi** en **B. N. Shezi**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2538 Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 270 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 2538 Stretford-uitbreiding 1, distrik Vereeniging.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se prokureur, Barclays Sentrum, Lesliestraat 29; Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/547.)

Case 4937/93

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Masixole Ezra Mpongo,** First Defendant, and **Edna Mabatlokoa Mpongo,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 6 September 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 2292, Crystal Park Extension 3, situated on 41 Hoopoe Street, in the Township of Crystal Park Extension 3, District of Benoni, measuring 890 (eight hundred and ninety) 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, family-room, dining-room, study, kitchen, three bedrooms, bathroom, shower and a dressing-room.

The conditions of sale:

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

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

Dated at Benoni on this the 28th day of April 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/B0951F.)

Case 377/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 9 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 2165, Crystal Park Extension 3 Township, situated on 187 Concorde Crescent, in the Township of Crystal Park Extension 3, District of Benoni, measuring 1 150 (one thousand one hundred and fifty) square metres.

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

Building built of brick and plaster, metal roof, comprising of a lounge, dining-room, kitchen, three bedrooms, bathroom with w.c. and a garage.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00076 (A076).]

Saak 34286/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Dingindawo Naphtal Mtetwa — Nthabisen Maria Mtetwa**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) op 25 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 923, Likole-dorpsgebied, Registrasieafdeling Transvaal, geleë te Erf 923, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer op hede die 21ste dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 2178/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Themba Khulu**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 23 Maart 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 861, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 861, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer op hede die 21ste dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 610/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Tsietsi Jacob Dibetso**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 24 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 691, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 691, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer op hede die 21ste dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 34282/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Ngenzeni Tobius Mncube — Nongetheni Gertrude Phindani**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 25 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 877, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 877, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer op hede die 21ste dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 34285/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Paul Johannes Zwiegelaar**, en **Aletta Maria Zwiegelaar**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 25 Februarie, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 326, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Antelopestraat 79, Leondale, Germiston, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Case 1906/94
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 **Jacobs, Francois 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, Boksburg, on 10 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 455, situated in the Township of Van Dykpark, Registration Division IR, Transvaal, being 10 Bloubos Street, Van Dykpark, Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

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

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

Dated at Johannesburg this 21st day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.97.)

Case 34407/92
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 **Dlamini, Seth Richard,** First Execution Debtor, and **Dlamini, Victor Mapula,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 9 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Site 4669, situated in the Township of Etwatwa Extension 1, Registration Division IR, Transvaal, being 4669 Etwatwa Extension 1, Daveyton, measuring 1 524 (one thousand five hundred and twenty four) square metres.

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

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

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

Dated at Johannesburg this 22nd day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.199.)

Saak 612/94

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

Saambou Bank Beperk *versus* **Vusi Jacob Malope,** en **Emely Jane Malope**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 24 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 854, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 854, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 614/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Price Meshack Mosala,** en **Lucia Mosala**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 23 Maart 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 647, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 647, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 34287/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Leigh Richardson Ruis** en **Patricia Colleen Ruis**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 25 Februarie 1994, sal die volgende eiendom op 2 Junie 1994 deur die Balju, Vierde Verdieping, Standard Towers, President-straat 247, Germiston, per publieke veiling verkoop word:

Erf 94, Elsburg-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Mareestraat 55, Elsburg, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 2182/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Petrus Mulapheki Msimango**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 25 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 871, Likole, Katlehong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 871, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 1420/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Saul Fani Ngwenya**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 2 Maart 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 509, Mngadi-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 509, Mngadi-uitbreiding 2, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 711/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Jumartha Montsha Nomlomo**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 1 Maart 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 783, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 783, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 608/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Eunice Makhosazana Nofuma**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 Maart 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 926, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 926, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 34283/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Thavhadziawa Johannes Davhana**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 25 Februarie 1994, sal die volgende eiendom op 1 Junie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 808, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 808, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 21 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Case 558/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Msongeya Thomas Maluleke,** Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Ownership Unit E846, in the Township of Giyani, District of Giyani, in extent 450 square metres, held by Deed of Grant 1169/88, will be sold in front of the Court-house of the above Court at 3 June 1994 at 15:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Ownership Unit E846, in the two-bedroomed brick dwelling with one and a half bathroom, kitchen and lounge.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to—

2.1 the Magistrates' Courts Act and the rules made thereunder;

2.2 the conditions of the title deed, and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Signed at Pietersburg on the 25th day of April 1994.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Faan de Klerk, First Floor, Masingita's Corner, Main Road; P.O. Box 992, Giyani, 0826.

Saak 854/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited,** Eiser, en **D. M. Tshabalala,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 3 Junie 1994 om 11:00, te die Balju, Soshanguve, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1131, Blok G, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag T33204/92, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, twee badkamers, kombuis, vier slaapkamers, studeerkamer en drie toilette.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 26ste dag van April 1994.

C. J. van Wyk, vir Hack Stupel & Ross, H S & R-gebou, Emily Hosbouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk A15/58/EJ.)

Saak 1653/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eksekusieskuldeiser, en **J. Viviers,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Rustenburg, op 1 Junie 1994 om 11:00, gehou word voor die Landdroskantore, Van Stadenstraat, Rustenburg, 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 sal word by die kantoor van die Balju, Landdroshof, Smutslaan, Rustenburg:

Sekere Erf 1725, Geelhoutpark-uitbreiding 6, Rustenburg, in die voorstad Rustenburg, Registrasieafdeling JQ, Transvaal, groot 686 vierkante meter.

Verbeteringe: Geen waarborg in verband hiermee word gegee nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde, minimum R10 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode/afslaer gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 25% (vyf-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Trust Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op hede die 21ste dag van April 1994.

Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Steenstraat, Rustenburg, 0300. (Verw. EL/MB/V158.)

Case 4198/93
PH 2

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Khumalo, Pinky Mavis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Pretoria South, on 1 June 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, Pretoria South, 142 Stuben Street, Pretoria:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, pantry, study, two bathrooms, shower, three toilets, garage and outside toilet, being Stand 366, Country View Extension 3 (366 Azalea Avenue, Country View Extension 3), measuring 1 177 square metres, Registration Division JR, Transvaal, held by the Defendant under Titel Deed T47256/91.

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

Dated at Randburg on this the 22nd day of April 1994.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.); c/o Van Zyl Le Roux & Hurter, 38 Church Square, Church Street, Pretoria.

Case 8780/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Marushula Joseph Sikukukazi,** First Defendant, and **Masesi Jeanet Sikukukazi,** Second Defendant

On 3 June 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 1932, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1932 Vosloorus Extension 3, Boksburg.

Improvements: Detached single-storey brick residence consisting of three bedrooms, 1 = bathrooms, lounge and kitchen.

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

2. The purchaser shall pay 10% (ten per centum) of the price plus 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 guaratees 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 21st day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H560.)

Saak 12/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank,** Eiser en **Louis Frederick Viljoen,** Eerste Verweerder, en **Talitha Kumi Johanna Viljoen,** Tweede Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 26 Januarie 1994 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 2 Junie 1994 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 1 van Erf 5, Kliprivier.

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

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

Drieslaapkamerwoning met teëldak, enkelgeriewe, dubbelmotorhuis en draad- en betonomheining.

Geleë te Verwoerdweg 49A, Kookrus, Meyerton.

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

Geteken te Meyerton op hierdie 23ste dag van Maart 1994.

McLoughlin Porter, 15D Lochstraat, Meyerton. (Verw. A. Meintjes/E228.)

Case 7859/89

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Martha Sophia Hinckley,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 20 December 1993, the property listed hereunder will be sold in execution on Friday, 10 June 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Holding 554, Withok Estates Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,8573 (one comma eight five seven three) hectares, known as 554 Hannes Visagie Street, Withok, Brakpan.

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

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

Main building: Plastered/bricks under I.B.R. roofing residence comprising lounge, dining-room, two bedrooms, bathroom, kitchen and scullery.

Outbuildings: Car-port and store-room.

Fencing: Wire.

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act No. 6/1983 at his cost, if applicable.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21,75% (twenty-one comma seventy-five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

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

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

Saak 13/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

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

Kragtens vonnis van die bogemelde Landdroshof gedateer 8 Februarie 1994 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 2 Junie 1994 om 10:00, aan die hoogste bieder verkoop:

Reseterende Gedeelte van Erf 1901, Henley on Klip.

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

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

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

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

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

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

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

Case 6030/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Malesela Andries Selapobona,** First Defendant, and **Thereza Grace Bilingati Makhuvela,** Second Defendant

On 3 June 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 17041, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17041 Vosloorus Extension 25, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus 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 21st day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00909.)

Saak 11148/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Paul Milne Murray,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief gedateer 9 September 1993 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, gehou op Woensdag, 1 Junie 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Eden Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

(a) Deel 10, soos getoon en vollediger beskryf op Deelplan SS11/1983, in die gebou of geboue bekend as Anbel, geleë te Erf 878, Monument Park-uitbreiding 4-dorpsgebied, in die plaaslike bestuur Stadsraad Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan 139 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en geboue of geboue soos getoon en vollediger beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel; gehou deur Paul Milne Murray (Identiteitsnommer 6405075135082) kragtens Sertifikaat van Geregistreerde Deeltitel ST94197/1992.

Hierdie eiendom is geleë te Anbel 10, Makoustraat 672, Monument Park.

Die eiendom is 'n staandakwoonstel bestaande uit drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, TV-kamer en kombuis. Die woonvertrekke en slaapkamers het volvloermatte en die badkamers en kombuisvloere is bedek met novilon. Daar is 'n toesluitmotorhuis en afdak. Die eiendom is omhein met 'n baksteenmuur.

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

Terme: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Pretoria op hierdie 19de dag van April 1994.

Rooth & Wessels, Prokureurs vir Eiser, Grondverdieping, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.)

Saak 31975/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Louw Muhammad Cassim,** Eerste Verweerder, en **Louw Sadia,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 1574, Eldorado Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 285 vierkante meter (ook bekend as Parkstraat 56, Eldorado Park).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, badkamer, twee slaapkamers en kombuis.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 29656/93

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Kotze Anton,** Eerste Verweerder, en **Kotze Lucille Mavis,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom om 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 1530, Turffontein-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Churchstraat 151, Turffontein).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met gang, sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis, bediendekamer, bad/stort en stoorkamer.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 3462/94

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Breedt Shaun,** Eerste Verweerder, en **Breedt Ronel Louise,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 229, Roseacre-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 713 vierkante meter (ook bekend as Inyoniweg 80, Roseacre-uitbreiding 3).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sit-/eetkamer, drie slaapkamers, waskamer, badkamer, kombuis en toegeboude stoep.

Gedateer op die 2de dag van Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg (Tel. 331-3601.)

Saak 2820/94

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

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

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 55, soos getoon en vollediger beskryf op Deelplan SS203/92 in die skema bekend as Highbury, ten opsigte van die grond en gebou geleë te Killarney-dorpsgebied, in die area Johannesburgse Plaaslike Owerheid, waarvan die vloeroppervlakte 88 vierkante meter groot is (ook bekend as Woonstel 55, Highbury, hoek van Derde Laan en Negende Straat, Killarney).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met sitkamer, twee slaapkamers, badkamer, kombuis en motorafdak.

Gedateer op die 2de dag van Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg (Tel. 331-3601.)

Saak 6935/94

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Masuku Lifred Ghangata,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 21, soos getoon en vollediger beskryf op Deelplan SS161/1982 in die skema bekend as Delft, ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Berea, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte 69 vierkante meter groot is (ook bekend as Woonstel 64, Delft Court, Oliviaweg 50, Berea).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met portaal, sitkamer, een en 'n half slaapkamer, kombuis en badkamer.

Gedateer op die 2de dag van Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg (Tel. 331-3601.)

Saak 5414/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mthethwa Grathon,** Eerste Verweerder, en **Mthethwa Emily Nomvula,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 32, Hurst Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Whitehall-laan 24, Hurst Hill).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met portaal, sitkamer, sonstoep, vier slaapkamers, kombuis en opwas.

Gedateer op die 2de dag van Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 2522/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Baloyi, Petrus Khaorisa,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 2341, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, ook bekend as Erf 2341, Protea Glen-uitbreiding 1.

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer, aparte toilet en kombuis.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 3102/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mahlaba, Alexander Thulani,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 9 Junie 1994, om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 1921, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, geleë te Erf 1921, Protea Glen-uitbreiding 1.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping woonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 33976/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 37 soos getoon en volledig beskryf op Deelplan SS223/85 in die gebou bekend as Koch Mansions waarvan die vloeroppervlakte 38 vierkante meter groot is (ook bekend as Woonstel 506, Koch Mansions, Pietersonstraat 7, Hillbrow, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Bachelor-tipe woonstel.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 33975/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 38 soos getoon en vollediger beskryf op Deelplan SS223/85 in die gebou bekend as Koch Mansions waarvan die vloeroppervlakte 35 vierkante meter groot is (ook bekend as Woonstelle 507, Koch Mansions, Pietersonstraat 7, Hillbrow, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Bachelor-tipe woonstel.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambou-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 33974/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 39, soos getoon en vollediger beskryf op Deelplan SS223/85, in die gebou bekend as Koch Mansions waarvan die vloeroppervlakte 35 (drie-en-vyftig) vierkante meter is, ook bekend as Woonstelle 506, Koch Mansions, Pietersonstraat 7, Hillbrow, Johannesburg.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Bachelor-tipe woonstel.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambougebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 10019/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Dudene Joseph,** Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 9 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 8376, Orlando-Wes-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 312 (driehonderd en twaalf) vierkante meter, geleë te Erf 8376, Orlando-Wes-uitbreiding 2, Soweto.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sit-/eetkamer, drie slaapkamers, badkamer en kombuis.

Datum: 2 Mei 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambougebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 20979/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling

In die saak tussen **Saambou Bank Beperk,** Eiser, en **J. J. S. Properties Beslote Korporasie,** Eerste Verweerder, en **Marabe Metsing Simon,** Tweede Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die Eerste Verweerder se reg op huurpag in die volgende eiendom op 1 Junie 1994 om 10:00, verkoop word deur die Balju te Johriahof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 419, Skozana-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 286 (eenduisend tweehonderd ses-en-tagtig) vierkante meter, geleë te Erf 419, Skozana.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping, gedeeltelik dubbel volume gebou bestaande uit bottelstoor, goed toegeruste kombuis, toilet, 'n saal wat as nagklub gebruik word om met orkes verhoog, dansvloer, nog 'n verhoog met balkon, toilette en kaartjie loket.

Datum: 25 April 1994.

D. H. Scholtz, vir De Villiers Scholtz, Saambougebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 8229/93

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Yul Craig Liesering,** First Defendant, and **Sharon Rose Liesering,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 December 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 17 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 368, Delmore Park Extension 2 Township, situated on 63 Katonkel Street, Delmore Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 330 (three hundred and thirty) square metres.

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

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6305/Mrs Teixeira.)

Saak 3539/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Mweli Lindani Emmanuel,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 3 Junie 1994 om 10:00, by die kantore van die Balju, 182 Progressweg, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2257, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak. Die tuin is in 'n redelike toestand. Geen buitegeboue is op die perseel nie, bestaan uit die volgende: Eetkamer, kombuis, badkamer en twee slaapkamers.

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

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

S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTM011.)

Saak 3538/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Gabela Mziwenkosi Esau,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 3 Junie 1994 om 10:00, by die kantore van die Balju, 182 Progressweg, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2283, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 (tweehonderd en veertig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met gepleiserde mure, staalvensters en 'n teëldak. Die tuin is in 'n redelike toestand met 'n draadheining. Geen buitegeboue is op die perseel nie, bestaan uit die volgende: Eetkamer, kombuis, badkamer, drie slaapkamers, en gang.

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

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

S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTG002.)

Case 2340/92

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

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Vaughan Graham Scott,** and **Sherryl-Ann Scott,** First and Second Defendants

A sale in execution of the property described hereunder will take place on 1 June 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf Portion 24 of Erf 1087, Meyersdal Township, Registration Division IR, Transvaal, measuring 1 038 (one thousand and thirty-eight) square metres.

Property known as 81 Lindeque Street, Meyersdal, Alberton, situated in a residential area.

Improvements: Entrance-hall, lounge, dining-room, TV-room, three bedrooms, dressing-room, kitchen, scullery, cloak-room, double garages and servant's room/shower/w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 15th day of April 1994.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

Case 3556/91

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

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Allan McLeod Hossack,** Defendant

A sale in execution of the property described hereunder will take place on 1 June 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 1178, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 031 (one thousand and thirty-one) square metres.

Property known as 34 Birch Street, Mayberry Park, Alberton, situated in a Residential area.

Improvements: Brick under tile dwelling comprising: Entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, single garage, servant's room/w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 15th day of April 1994.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Saak 3536/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Mukhova Aluvhavhi Phineas,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 3 Junie 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2126, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

Tweeslaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak. Die tuin is in 'n redelike toestand. Geen buitegeboue is op die perseel nie.

Bestaande uit eetkamer, kombuis, badkamer en twee slaapkamers.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Roodepoort, 182 Progressweg, Technikon, of die Eiser se prokureurs, Blakes Ingelyf, te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Vew. S. Potgieter/HVM/PTM 010.)

Saak 12053/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Desmond Daniel Thomas,** Eerste Verweerder, **Adriaan Johannes Vlok,** Tweede Verweerder, en **Susan Catherine Thomas,** Derde Verweerder

Erf 105, geleë in Vaalmarina Vakansiedorp IR, groot 1 000 vierkante meter, geleë te Yellowtailstraat 105, Vaalmarina Vakansiedorp T15630/1986; en Erf 106, geleë in Vaalmarina Vakansiedorp IR, groot 1 000 vierkante meter, gelee te Yellowtailstraat 106, Vaalmarina Vakansiedorp T15630/1986.

Eksekusieveiling te Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, op 17 Junie 1994 om 09:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Heidelberg, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 3de dag van Mei 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 26, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

Saak 14612/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Philippus Stefanus Roux N.O.,** Eerste Verweerder, en **Cora Roux N.O.,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die Landdroskantoor, Ellisras, op Dinsdag, 7 Junie 1994 om 10:00, van die ondervermelde eiendom van die Cronje-Roux Familie Trust op die voorwaardes wat deur die Veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Ellisras, voor die verkoping ter insae sal lê:

Resterende gedeelte van die plaas Grootfontein 384, Registrasieafdeling LQ, Transvaal, groot 945,7036 hektaar, gehou kragtens Akte van Transport T44884/1982.

Verbeterings: 'n Woonhuis, buitekamers, twee stoorkamers, dubbelmotorafdak, drie sementreservoirs, kraalkompleks met drukgange, dipgang en ander krale, windpomp, stoor by kraalkompleks, bediendekwartiere en twee toegeruste boorgate (een verseël). Die eiendom is gedeeltelik (twee en 'n halwe kilometer) wildwerend omhein en in twaalf kampe opgedeel. Evkomkrag bestaan en 'n Tambotieboombos wat ± 30 hektaar beslaan is op die eiendom geleë. Die plaas is sowat 22 km noordwes van die Vaalwater-Ellisras- teerpad op die Steenbokpan grondpad geleë.

Bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria op hierdie 4de dag van Mei 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. Smit/nvz/EB20111.)

Case 13502/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Buckus, Mahomed Salick,** First Defendant, and **Buckus, Kulsum Majee Amod,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court, for Springs, at 56 Twelfth Street, Springs, on Friday, 27 May 1994 at 11:00, 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 will lie for inspection at the offices of the Sheriff for Springs, at 56 Twelfth Street, Springs, prior to the sale:

Certain Erf 542, Bakerton Extension 4 Township, Springs, Registration Division IR, Transvaal, situated at 36 Honeysuckle Street, Bakerton Extension 4, Springs, measuring 1 018 (one thousand and eighteen) square metres, held by Deed of Transfer T29092/1989.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 on this 22nd day of April 1994.

C. Wolpe, for Conrinne Wolpe, Plaintiff's Attorney, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 8991, Johannesburg, 2000. (Tel. 337-5626/7.)

Saak 23414/91

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 **Boyisana Phillip Mdau,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 7 Desember 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-Wes, op 2 Junie 1994 om 10:00, te Olivettigebou 603A, hoek van Pretorius en Schubartstrate, Pretoria, verkoop:

Sekere: Alle reg, titel en belang in die huurpag ten opsigte van Erf 7778, geleë in die dorp Atteridgeville-uitbreiding 3, Registrasieafdeling JR, Transvaal, met straatadres bekend as Sompanestraat 22, Saulsville, groot 334 (driehonderd vier-en-dertig) vierkante meter.

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

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 uit uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Pretoria Noord-Wes, Olivettigebou 202, hoek van Pretorius en Schubartstrate, Pretoria.

Dayson, Prokureur vir Eiser, Leopant, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0003).]

Case 27069/93
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Moonsamy, Gary Gerald,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Midrand, at the offices of the Sheriff at Unit 2 Northview, 45 Richard Drive, Halfway House, on Wednesday, 8 June 1994 at 14:30, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Midrand, at Unit 2 Northview, 45 Richard Drive, Halfway House, Midrand:

Portion 9 of Erf 24, Kelvin Township, measuring 1 988 (one thousand nine hundred and eighty-eight) square metres, situated at 96 Sunnyway, Kelvin.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with an iron roof consisting of kitchen, scullery, lounge, family room, dining-room, study, four bedrooms and two bathrooms. Outbuildings consisting of double garage and servants' quarters and bathroom and swimming-pool.

Zoning: Residential.

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

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

Dated on the 26th day of April 1994.

D. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr. McEwan/sab/6M585.)

Case 20424/94

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Paul Stephanus van der Merwe,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Wednesday, 1 June 1994 at 10:00, of:

Section 1, as shown on Sectional Plan SS323/89 in the building, Penhoek 810, situated in the Township of Pretoria, Faerie Glen Extension 2, Local Authority, City Council of Pretoria, measuring 146 square metres, and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST323/89 (1) (Unit), known as Section 1, Penhoek 810 (duete), 10 Penhoek Street, Faerie Glen.

Particulars are not guaranteed: Three bedroomed Duete, with lounge, dining-room, kitchen, two bathrooms, laundry, two carports and double garage converted to offices and store.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401325/JAA/J. S. Herbst.)

Case 1228/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Simon Alex Tlou,** 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, 3 June 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 18754, in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 280 square metres, known as R O W Block 10, House 18754, Mamelodi.

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-373894 (322871)/JAA/J. S. Herbst.]

Case 11587/92

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

In the matter between **OK Bazaars (1929) Limited,** Plaintiff, and **G. Vermeulen,** Defendant

In pursuance of a judgment dated 1 March 1993 in the above Honourable Court and a warrant of execution, the following property will be sold in execution on 8 June 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 4968, Northmead Extension 9, Registration Division IR, Transvaal, held by Title Deed T49588/1990 and Bond B17839/1993 in favour of ABSA Bank, measuring 769 square metres, also known as 15 Plumbago Street, Northvilla.

Improvements (which are not warranted to be correct and which are not guaranteed): House consisting of three bedrooms, two bathrooms, lounge, kitchen, dining-room, tile roof, built-in cupboards, brick walls, tiles and carpets, single garage, swimming-pool, servant's room with toilet and paved driveway.

Terms and conditions:

1. A cash deposit of ten per centum (10%) of the purchase price at the time of the sale. The balance of the purchase price and interest on the full purchase price to date of registration of transfer to be secured by an approved bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after 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 offices of the Sheriff of the Court, Princess Avenue, Benoni.

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

J. W. A. van Wyk, for Du Plessis, De Heus & Van Wyk, Marilest Building, 72 Woburn Avenue, Benoni. (Ref. Mr Van Wyk/Mrs Green/59735.)

Saak 698/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Francis Michael Delaney,** Eerste Eksekusieskuldenaar, en **Lesley Diane Delaney,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 16 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 25 Februarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Hoewe 58, Lilyvale-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,7486 (een komma sewe vier agt ses) hektaar, gehou kragtens Akte van Transport T4842/1986, geleë te Hoewe 58, Lilyvale-landbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer, kombuis, twee motorhuise, vier motorafdakke, drie bediendekamers met eetkamer, kombuis, badkamer, toilet en 10 stalle.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 22ste dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/mev. O'Neill.)

Saak 1683/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **Wasdale Properties BK,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 18 Maart 1993 en 'n lasbrief vir eksekusie gedateer 3 Augustus 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Erf 132, Apex-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 646 vierkante meter, gehou kragtens Akte van Transport T29238/1992, geleë te Indianastraat 1, Apex, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Arcadiagebou, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni hierdie 25ste dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2155.)

Saak 13866/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **D. L. Botes,** Eerste Eksekusieskuldenaar, en **mev. A. A. Botes,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 9 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 21 Februarie 1994 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Hoewe 80, Fairleads Landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,7779 (een komma sewe sewe sewe nege) hektaar, gehou kragtens Akte van Transport T73195/1991.

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Arcadiagebou, Princeslaan 84, Benoni.

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 26ste dag van April 1994.

C. de Heus, vir Du Plessis de Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilest Gebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC2592.)

Saak 13602/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Deon Wiese,** Eerste Eksekusieskuldenaar, en **Sandra Helene Wiese,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan eur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 30 Mei 1994 om 10:00, te Du Pisanie Gebou, Joubertstraat 72, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 27, Wychwood-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, Transportaktenommer gehou onder Titelakte T31945/89, grootte 789 (sewehonderd nege-en-tagtig) vierkante meter, ook bekend as Senatorweg 67, Wychwood, Germiston.

Beskrywing: Wooneenheid met sitkamer, kombuis, twee slaapkamers, badkamer, toilet, alles onder 'n teëldak en motorhuis. Die eiendom is omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposit 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 April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/UA89.)

Saak 12675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Gerhardus Petrus van Rensburg,** Eerste Eksekusieskuldenaar, en **Gina van Rensburg,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 30 Mei 1994 om 10:00, te Du Pisanie Gebou, Joubertstraat 72, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 80, Union-uitbreiding 14-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, Transporaktenommer gehou onder Titelakte T3462/92, grootte 1 096 (eenduisend ses-en-negentig) vierkante meter, ook bekend as Heinstraat 17, Union-uitbreiding 14, Germiston.

Beskrywing: Wooneenheid met sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer en waskamer, alles 'n teëldak en dubbel motorhuis.

Die eiendom is nie omhein nie.

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 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 April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA77.)

Saak 7838/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Gerhard Prummer,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 30 Mei 1994 om 10:00, te Du Pisanie Gebou, Joubertstraat 72, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erwe Nommers:

1. Resterendge Gedeelte van Erf 1558, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 449 (vierhonderd nege-en-veertig) vierkante meter.

2. Gedeelte 1 van Erf 1559, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 482 (vierhonderd twee-en-tatig) vierkante meter, geleë te Maroelastraat 45 en 47, Primrose, Germiston.

Beide eiendomme onderhewig aan sekere servitute soos gehou onder Transportake T8148/84.

Beskrywing: Woonhuis met sitkamer, kombuis, drie slaapkamers , badkamer, toilet en eetkamer, alles onder 'n sinkdak, 'n dubbelmotorhuis en 'n bediendekamer met 'n toilet, 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 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 29ste dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/AG18.)

Case 11043/88
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ngwenya, Mandla Anthony,** Identity Number 5934889, 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 182 Progress Avenue, Technikon, Roodepoort on Friday, 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Roodepoort, prior to the sale:

The right of leasehold in respect of Site 8341, Dobsonville Extension 2 Village/Township, measuring 315 square metres.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, house consisting of lounge, dining-room, three bedrooms, bathroom, kitchen.

Outbuildings: Two rooms and two garages.

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

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

Dated at Johannesburg on this the 22nd day of April 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 934807.)

Case 12853/90
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mtetwa, Nomvula Minnie** (born 1 January 1911), First Defendant, **Nkosi, Nomathenba Elizabeth,** Second Defendant, **Ngabeni, Matlas Simon,** Third Defendant, and **Mngomezulu, Tokozile Edna,** Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 2 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Soweto West, Second Floor, TFC House, 32 von Brandis Street, prior to the sale:

The right of leasehold in respect of Site 996, Senaoane Village/Township, measuring 260 square metres.

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

Dwelling-house consisting of lounge, two bedrooms, bathroom and toilet and kitchen.

Outbuildings: Study, store-room and toilet.

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

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

Dated at Johannesburg on this the 29th day of April 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 103862.)

Case 29620/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Alfred Bernard Clair de Vantier,** Defendant

A sale without reserve will be held at the Sheriff's Office, Johria Hof, 4 Du Plessis Road, Florentia, Alberton on Wednesday, 8 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 2971, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, being 40 Maselspoort Street, Brackendowns Extension 5, measuring 1001 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

Outbuildings: Thatch, w.c., swimming-pool.

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

Dated at Johannesburg on this the 29th day of April 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braadvedt/ld/U.516.)

Case 7367/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff Execution Creditor, and **Rodney Hugh Scott,** Defendant Execution Debtor

In pursuance of a judgment dated 9 August 1993, in the above Honourable Court, and a warrant of execution, the following property will be sold in execution at the sale rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 3 June 1994 at 10:00, to the highest bidder, viz:

Erf 306, Strubensvallei Extension 1 Township, Registration Division IQ, Transvaal, in extent 1130 (one thousand one hundred and thirty) square metres, held by Deed of Transfer T31683/1988, situated at 859 Witwatersrand Avenue, Strubensvalley, Roodepoort.

The following information is furnished although no guarantee in regard thereto can be given:

Lounge, family room, dining-room, study, bathroom, three bedrooms, passage, kitchen, servants' quarters, lapa, two showers, brick and cement boundary walling, thatched roof, wooden framed windows, plastered walls.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida on this the 25th day of April 1994.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North, P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 31659/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Gemeau Investments CC** (CK88/28653/23), First Defendant, and **Larry Julian Hirschfield,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 9 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:

Section 32, Majestic Towers Parktown Township, being 505 Majestic Towers, 38 Empire Road, Parktown, measuring 111 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, two bedrooms, kitchen and bathroom.

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 26th day of April 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld/U.461.)

Saak 779/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Carissima Hattingh,** Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 8 Februarie 1994 die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 1 Junie 1994 om 10:00, te kantoor van die Balju, Strubenstraat 142, Pretoria:

Die eiendom wat aldus te koop aangebied sal word, is:

(a) Deel 6, geleë in die gebou of geboue bekend as Prinsengracht, geleë in die dorpsgebied Eldoraigne, Verwoerdburg, Registrasieafdeling JR, Transvaal, groot 84 (agt vier) vierkante meter;

(b) 'n onverdeelde aandeel in die eiendom van die land en gebou of geboue soos aangetoon en meer volledig beskryf in die Deeltitelplan (die gemeenskaplike eiendom) toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van die genoemde deel gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST119/90 (6) unit ook bekend as Prinsengrachtwoonstelle 6, Cradocklaan 19, Eldoraigne, Verwoerdburg.

Verbeterings: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Die konstruksie van die gebou: Steenmure, composition board, viniel- en matbedekking, enkelmotorstaanplek.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Hooggergshof van Pretoria-Suid, Strubenstraat 142, Pretoria.

Geteken te Pretoria hierdie 29ste dag van April 1994.

J. J. S. du Preez, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. J. du Preez/A205.)

Saak 1209/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Linda da Silva,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 4 Maart 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 9 Junie 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as 29ste Laan 603, Villieria, Pretoria, en word omskryf as Deel 24, soos aangetoon en vollediger beskryf op Deelplan 55124/83 in die gebou of geboue bekend as Pretville, waarvan die vloeroppervlakte, volgens die voormelde deelplan groot 86 (ses-en-tagtig) vierkante meter.

'n Ondervermelde aandeel in die gemeenskap in die gemeenskaplike eiendom in die grond en geboue soos getoon en vollediger beskryf op genoemde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST124/83 (24) (unit).

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet, balkon, toesluitmotorhuis, konkrytplafon, teël- en matvloere, warmwatersisteem, geleë naby 'n busroete.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, baljufooie 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.

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

Geteken te Pretoria hierdie 2de dag van Mei 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T998.)

Saak 3370/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **Alfred William Smith,** Eerste Verweerder, en **Johanna Maria Elizabeth Smith,** Tweede Verweerder

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

Erf 467, Monument-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging Reitzstraat 14, Monument-uitbreiding 1, Krugersdorp, in eksekusie verkoop op 1 Junie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

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

Case 1179/92
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 **Matshaba, Montgomery,** 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 36, situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 36 Emdeni Extension 23, Soweto West, measuring 282 (two hundred and eighty-two) square metres.

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

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

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

Dated at Johannesburg this 29th day of April 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M232.)

Saak 113593/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nationale Bank Beperk,** Eiser, en **Hawa Elizabeth Steyn,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, te Johannesburg, en 'n lasbrief vir eksekusie gedateer 10 Desember 1993, sal die volgende eiendom in eksekusie verkoop word te die Baljukantore, Prince Georgelaan 439, Brakpan, op 3 Junie 1994 om 11:00, aan die hoogste bieder naamlik:

Erf 762, Geluksdal-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T59362/91, ook bekend as 762 Rocky Rapid Street, Uitbreiding 4.

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

Hoofgebou: Enkelverdieping, twee slaapkamers, gang, badkamer, kombuis.

Buitegeboue: Gedeeltelik omhein.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Brakpan, ondersoek word.

Gedateer te Johannesburg op 26 April 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 115/93B.)

Case 18957/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Michael Christoph,** First Defendant, and **Carolina Elizabeth Christoph,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 1 June 1994 at 10:00, of:

Erf 987, situated in the Township of Heuweloord Extension 2, Registration Division JR, Transvaal, measuring 1 320 square metres, known as 85 Koorsboom Street, Heuweloord Extension 2.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bath/w.c./shower, wc/shower, w.c. and two carports.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404818/JAA/J. S. Herbst.)

Case 32368/93
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 **Nzuza, Sibangeni Percyvale,** First Execution Debtor, and **Kunene, Raynett Lungile,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 9 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 651, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 651 Protea Glen, Soweto, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

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

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

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

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

Dated at Johannesburg on this 2nd day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N71.)

Case 2623/94
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 **Maseko, Sipho Moses,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 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 8178, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8178 Vosloorus Extension 9, Boksburg, measuring 295 (two hundred and ninety-five) square metres.

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

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

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

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

Dated at Johannesburg on this 2nd day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M778.)

Case 3081/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Soga Nomthandazo Esther,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 2763, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 518 (five hundred and eighteen) square metres, situated at 2763 Mondi Street, Dobsonville Township, Roodepoort.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges, payable on the 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 the 3rd day of May 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. S23002/PC.)

Case 32636/91

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ngwenya Mbiko Samuel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 512, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 512, Dobsonville Township, Roodepoort.

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

Dwelling under asbestos roof, lounge, kitchen and two bedrooms.

Outbuildings: Two garages and store-room.

The property is zoned Residential.

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

Signed at Johannesburg on the 2nd day of May 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. N18754/PC.)

Case 11255/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Molefe, Tebogo Isaac,** First Defendant, and **Molefe, Tebogo Dorcas,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sales-rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sale-rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 1335, Dobsonville Township, Roodepoort Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at 1335 Molebatsi Street, Dobsonville Township, Roodepoort.

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. *Outbuilding:* Two single garages and store-room.

The property is zoned residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. 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 25th 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. M20778/PC.)

Case 19718/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Dlamini Abraham,** First Defendant, and **Dlamini Margaret,** 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 9 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:

Erf 42 (now renumbered Erf 6793), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 296 (two hundred and ninety-six) square metres, situated at Erf 42 (now renumbered Erf 6793), Emdeni Extension 2 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Auctioneers charges, payable against registration of transfer, to be secured by a bank- building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per 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 the 26th 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. D15994/SC.)

Case 19582/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Ndlovu Alfred,** First Defendant, and **Ndlovu Ntimeng Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 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:

Erf 51 (now renumbered 6802) Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 51 (now renumbered 6802), Emdeni Extension 2 Township.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

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 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 26th 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. N15996/SC.)

Case 1462/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Daliwe Nobesuthu Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the sale rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 3271, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy-six) square metres, situated at 3271 Tati Street, Dobsonville Township, Roodepoort.

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. *Outbuilding:* Garage and store-room.

The property is zoned Residential.

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

5% (five per 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. D26058/PC.)

Case 9729/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kgatle Phokele John,** First Defendant, and **Kgatle Naledi Lillian,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the salesroom of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8554, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 8554, Dobsonville Extension 2 Township, Roodepoort.

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

Dwelling under iron roof, dining-room, kitchen, three bedrooms and bathroom. *Outbuildings:* Single garage.

The property is zoned residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank-, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. 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 21st day of April 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K23266/PC.)

Case 5470/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mehlomakhulu Mapula Mary,** First Defendant, and **Mehlomakhulu Cikizwa Cecilia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff at the sale rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sale rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 2873, Dobsonville Township, Roodepoort Registration Division IQ, Transvaal, measuring 284 (two hundred and eighty-four) square metres, situated at Erf 2873, Dobsonville Township.

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

The property is zoned residential.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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. M14000/PC.)

Case 6609/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sibiya Alexandre Daniel,** First Defendant, and **Sibiya Nomonde Patience,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite a sale without reserve will be held by the Sheriff at the sale rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sale rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 3431, Dobsonville Township, Roodepoort Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Erf 3431, Dobsonville Township, Roodepoort.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms, bathroom. *Outbuilding:* Single garage, bathroom, two servants' quarters. The property is zoned residential.

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

5% (five per 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. S20429/PC.)

Case 25844/93
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Chantry, Christopher,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 2 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 626, Naturena Township, Registration Division IQ, Transvaal, measuring 854 square metres, held under Deed of Transfer T50482/91, situate at 34 Van der Venter Avenue, Naturena, Johannesburg.

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

Main building: Two storey dwelling, eight rooms, kitchen, two bathrooms, scullery, jakuzi, wine cellar. Plastered brick/face brick inside walls. Concrete, carpet, novilon and tile floors. Concrete, board and pine ceilings. Tiled roof. Face brick outside walls.

Outbuildings: Outbuilding consists of attached double garage with plastered brick inside walls, tiled roof and face brick outside walls.

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated: 15th April 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gm/F116.)

Case 5618/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited); and **Johannes Leonardus de Beer,** Defendant

In pursuance of a warrant of execution dated 16 February 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 1 June 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2099, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, measuring 1 057 (one thousand and fifty-seven) square metres, held under Deed of Transfer T38705/1990, situated at 7 Grebe Street, Crystal Park.

Improvements: Single storey under tile, pre-cast walling, entrance hall, lounge, dining-room, three bedrooms, kitchen, bath/w.c., garage, outside w.c., and paved driveway.

Terms and conditions:

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

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

Dated 2 May 1994.

M. M. Weiner, Attorney, First Floor, C. J. S. Centre, 80 Woburn Avenue, Benoni, P.O. Box 661. (Tel. 421-6101.)

Case 28069/92
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 **McNeil, Frances Shelagh,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 10 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 201, situated in the Township of Hurlingham, Registration Division IR, Transvaal, being 11 Gleneagles Road, Hurlingham, Sandton, measuring 4 077 (four thousand and seventy-seven) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, two servant's rooms, toilet, bathroom, store-room, study, swimming-pool and tennis court.

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

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

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

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) Ref. Foreclosures/fp/M432.)

Case 20995/93
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 **Maswanganyi, Sketo Eric,** 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:

All right, title and interest in the leasehold in respect of Site 20512, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20512 Umfeca Lane, Vosloorus Extension 30, Boksburg measuring 308 (three hundred 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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom.

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

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

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

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) Ref. Foreclosures/fp/M695.)

Case 26051/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mahwa, Mopostola Paulus,** 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:

All right, title and interest in the leasehold in respect of Site 8179, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8179 Vosloorus Extension 9, Boksburg, measuring 309 (three hundred and nine) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 4th day of May 1994.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) Ref. Foreclosures/fp/M139.)

Case 25949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mokoena Thabo Abel,** Defendant

In pursuance of a judgment of the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 6 November 1993, will be sold in execution on Thursday, 19 May 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 426, Naturena Township, Registration Division IR, Transvaal, in extent 1 001 (one thousand and one) square metres, situated at 98 Pienaar Street, Naturena, Johannesburg.

The following inprovements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached, brick, clinker and plaster walls, floor is fitted with carpets and tiles, roof with tiles, the rooms are lounge, dining-room, kitchen, two bedrooms, bathroom, shower and two toilets. Outbuildings: Single carport and toilet, fenced and timber boundary, other improvements are fence, paving and patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 131 Marshall Street, Johannesburg, for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel: 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/0803.)

Case 4566/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Byron Chadwick Higgins,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, district Alberton, and writ of execution the property listed hereunder which was attached on 22 September 1993, will be sold in execution on Wednesday, 1 June 1994 at 10:00, in front of the Sheriff's Office, Alberton, 4 Du Plessis Street, Florentia, Juria Court, Alberton to the highest bidder:

Erf 952, Brackendowns Township, Registration Division IR, Transvaal in extent 1022 (one thousand and twenty-two) square metres, situated at 306 Delphinium Street, Brackendowns, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached, walls are plasted, roof with tiles, floor fitted with carpets and Novilon. Rooms: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets and family-room. Outbuildings: Garage, servant's room and toilet, concrete walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 27th day of April 1994.

De Villiers & Co., for Klopper Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs van Zyl.)

Saak 25879/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Maghiel Gerhardus Vermeulen,** Eerste Verweerder, en **Gesina Christina Vermeulen,** Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 9 Junie 1994 om 10:00, by die kantore van die Balju, Pretoria-Wes, Olivetti-gebou 607, hoek van Schubart en Pretoriusstraat, 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-Wes, Olivetti-gebou 607, hoek van Schubart en Pretoriusstraat, Pretoria:

Polwinwoonstelle 1706, Bosmanstraat, Pretoria, met aktesbeskrywing:

(a) Deelnommer 100 soos getoon en vollediger beskryf op Deelplannommer SS95/93 in die skema bekend as Polwin, ten opsigte van grond en gebou of geboue, Plaaslike Owerheid - Stadsraad van Pretoria van welke deel van vloeroppervlakte, volgens genoemde deelplan 86 (ses-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota, soos gespesifiseer op genoemde deelplan en gehou kragtens Transportakte ST43387/93 en verbind ten gunste van die Eiser onder Verbandakte SB43647/93.

Die eiendom bestaan uit: Twee slaapkamers, badkamer, sitkamer en kombuis.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van Reël 46 van die Hooggeregshofwet, 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 16,25% (sestien komma twee vyf persent) per jaar en aan die verbandhouer teen 16,25% (sestien komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Wes. Olivetti-gebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hede die 4de dag van Mei 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/514/0.)

Saak 9/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Riaan Slabbert,** Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 9 Junie 1994 om 10:00, by die kantore van die Balju, Pretoria-Wes, Olivetti-gebou 607, hoek van Schubart en Pretoriusstraat, 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-Wes, Olivetti-gebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria:

Drakensbergwoonstelle 502, Skinnerstraat, Pretoria, met aktesbeskrywing:

(a) Deelnommer 43 soos aangetoon en vollediger beskryf op Deelplannommer SS74/82 in die skema bekend as Drakensberg ten opsigte van die grond en gebou of geboue geleë te die resterende gedeelte van Gedeelte 1 van Erf 652, Pretoria, Plaaslike Owerheid - Stadsraad van Pretoria van welke deel die vloeroppervlakte, volgens genoemde Deelplan 74 (vier-en-sewentig) 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, soos gespesifiseer op genoemde deelplan en gehou kragtens Transportakte ST112589/92 en verbind ten gunste van die Eiser onder Verbandakte SB121341/92.

Die eiendom bestaan uit: Slaapkamer, badkamer, sitkamer en kombuis.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van Reël 46 van die Hooggeregshofwet, 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 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 aanspreelik wees vir die betaling van rente aan die Eiser teen 18,50% (agttien komma vyf nul persent) per jaar en aan die verbandhouer teen 18,50% (agttien komma vyf nul persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopsvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Wes, Olivetti-gebou 607, hoek van Schubart en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hede die 4de dag van Mei 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/522/0.)

Saak 21002/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou National Bouvereniging Beperk,** Eksekusie Eiser, en **De Klerk, S. S.,** Eksekusie Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder, toegestaan op 19 Oktober 1993, en 'n lasbrief vir eksekusie, gedateer 2 November 1993, sal die ondervermelde eiendom verkoop word op 26 Mei 1994 om 10:00, voor die kantore van die Balju, Johannesburg, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere Erf Gedeelte 42, Reynard Hall, Johannesburg-dorpsgebied, groot 69 vierkante meter, gehou ST10524/93.

Terme: Die koper sal 10% (tien persent) van die koopprys met die koop betaal en die balans van die koopprys binne veertien (14) dae, of sekuriteit deur die bank of bougenootskap verstrek.

Verkoopvoorwaardes: Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju te Johannesburg.

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

Kok & Hendrikse, Sewende Verdieping, Nedbank Corner, Jorrisenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/wb/S637.)

Saak 16394/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Stadsraad Verwoerdburg,** Eiser, en **Xtron (Edms.) Bpk.,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 1 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, voor die verkoping ter insae sal lê te Edenpark, Plot 83 Lyttelton-landbouhoewes, hoek van Gerrit- en Wesstraat, Verwoerdburg.

Sekere Erf 33, Sunderlandridge, JR, Transvaal, gehou kragtens Akte van Transport T24976/84 (Van Tonderstraat 30, Sunderland Ridge), goor 4 971 vierkante meter.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Leë erf.

Verbeteringe (geen waarborg word in verband hiermee gegee nie): Die erf is as industriële gebied verklaar met minerale regte.

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

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

Gedateer te Pretoria hierdie 29ste dag van April 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Westoring, Pretoriusstraat, Pretoria; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B. Bekker/G458/89/HL.)

Case 2145/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund,** formerly known as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Makhathini, Zwelibanzi Lawrence,** 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, Krugersdorp, on 8 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely Klaburn Court, 22B Ockerse Street, Krugersdorp, 10565 Kagiso Extension 6, Registration Division IQ, Transvaal, in extent 551 square metres, held by Certificate of Registered Grant of Leasehold TL30411/1989 situated at 10565 Kagiso Extension 6.

The following improvements are on the property and are reported but nothing is guaranteed: A single storey residence consisting of two (2) bedrooms, lounge, bathroom, kitchen and toilet.

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 fourteen (14) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 3rd day of May 1994.

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

Saak 2582/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Moeketsi Francis Ndlovu,** Eerste Verweerder, en **Agnes Ndlovu,** Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 10 Junie 1994 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord), ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerders, welke verkoping in ekseusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord):

Erf 526, Blok FF, Soshanguve, met aktesbeskrywing: Erf 526 Blok FF, gele in die dorpsgebied Soshanguve, groot 625 (ses twee vyf) vierkante meter, gehou kragtens Sertifikaat van Huurpag 2054/90 en verbind ten gunste van die Eiser onder Verbandakte B2494/90.

Die eiendom bestaan uit drie slaapkamers, badkamer, kombuis en sit-/eetkamer.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17,75% (sewentien komma sewe vyf persent) per jaar en aan die verbandhouer teen 17,75% (sewentien komma sewe vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

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

Geteken te Pretoria op hede die 4de dag van Mei 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/517/3.)

Case 25531/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jacobus Daniel Johannes Buys,** First Defendant, and **Maria Petronella Buys,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 1 June 1994 at 10:00, 39 Van Bruggen Street, Klerksdorp:

Erf 1157, La Hoff Township, Registration Division IP, Transvaal, measuring 1 428 square metres, held by the First and Second Defendants under Deed of Transfer T27729/90, situated at 39 Van Bruggen Street, Klerksdorp.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, bathroom, bathroom and toilet, toilet, entrance-hall, lounge, family room, study, kitchen/laundry. Outbuildings consisting of two garages, servants' quarters and toilet. Property is fenced with pre-cast walls.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Klerksdorp.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365428/as.)

Case 10758/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **Patricia Rhodes,** First Defendant, and **Alan Rhodes,** Second Defendant

Pursuant to a judgment against the above Defendants of the above Honourable Court in the above-mentioned matter dated 8 March 1994, and an attachment of execution, the following property of the Defendants will be sold in execution on Wednesday, 1 June 1994 at 10:00, at 142 Struben Street, Pretoria, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Portion 2 of Holding 231, Mnandi Agricultural Holdings, Registration Division JR, Transvaal, measuring 1,0711 hectares and held under Deed of Transfer T8608/89.

The following improvements are situated on the property although in this respect nothing is guaranteed: A single storey house of plastered and painted facebrick with an iron high-pitched roof and pine ceiling, consisting of a lounge, dining-room, kitchen, three bedrooms and shower/bathroom/w.c. The inside walls are plastered and painted and floor coverings are of wood-block and novilon. There are one detached garage and two detached servants' rooms with outside w.c. There is a swimming-pool with paved area and an established garden. The property is supplied with municipal electricity and water.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at 18,5% (eighteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of the sale. Auctioneer's charges calculated at 5% (five per cent) (minimum R50) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court (Pretoria South), Edenpark, Plot 83, Lyttelton, Verwoerdburgstad. [Tel. (012) 663-4762.]

Dated at Pretoria this the 29th day of April 1994.

G. van Vuuren, for MacIntosch Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. G. v. Vuuren/DD/B6/94.)

Case 01826/92
PH 269

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Heunis, Christiaan Stephanus,** 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 offices of the Sheriff's Office, 131 Marshall Street, Johannesburg, on 9 June 1994 at 10:00, of the above-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, 131 Marshall Street, Johannesburg.

Certain Erf 2644, situated in the Township of Glenvista Extension 5, Registration Division IR, Transvaal, being 228 Vorster Avenue, Glenvista Extension 5, Johannesburg, measuring 1 940 (one thousand nine hundred and forty) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charged R100 (one hundred rand).

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

Solomons, Plaintiff's Attorneys, First Floor, Bathgate, 42 Bath Avenue, Rosebank, Docex 223, Johannesburg. (Tel. 442-9106.) (Fax. 442-7220.) (Ref. Mr Petersen/S85/Pl.985.)

Saak 7494/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **A. Rankoko,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 23 Maart 1994 sal die ondervermelde eiendom op 1 Junie 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 10517, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 336 (driehonderd ses-en-dertig) vierkante meter, ook bekend as 10517 Kagiso-uitbreiding 6, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

(b) Die voorwaardes van die sertifikaat van geregistreerde huurpag.

(c) Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak mure en vensters.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 28,85% (agt-en-twintig komma agt vyf per centum) welke rente bereken moet word op die eisbedrag van die Skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 2de dag van Mei 1994.

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. mej. Fourie/S295.)

Saak 118334/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eiser, en **J. L. Jacobs,** Eerste Verweerder, en **C. J. Thoresson,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 3 Februarie 1994, sal 'n verkoping gehou word op 3 Junie 1994 om 10:00, by die verkoopslokaal van die Balju, Johannesburg-Wes, Landdroshof, Fox-straat ingang, Johannesburg, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Johannesburg-Wes gelees sal word ten tye van die verkoping welke voorwaardes by die Balju-kantoor, Johannesburg-Wes, ter insae sal lê:

Erf: Gedeelte 297 van Erf 1227, Claremont (JHB)-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 773 (sewehonderd drie-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T32313/93.

Die eiendom wat te koop aangebied word bestaan uit: Sitkamer/eetkamer, een en 'n halfwe badkamer, drie slaapkamers, gang, kombuis, motorafdak, gepleisterdemure onder teëldak. Die eiendom is gesoneer Residensieel 1 en is geleë te Blou-straat 6, Claremont, Johannesburg. Geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Johannesburg-Wes.

Gedateer te Roodepoort op die 29ste dag van April 1994.

A. M. Claassen, vir Claassen & Coetzee, Eiser se Prokureurs, p.a. Alberts & Smit, 11de Verdieping, Diamond Corner, hoek van Eloff- en Markstraat, Johannesburg. (Verw. mnr. Alberts.)

Case 01469/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Padi 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 by the Sheriff of the Supreme Court, Randfontein, at the entrance to the Magistrate's Court, Pollock Street, Randfontein, on Friday, 3 June 1994 at 14:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All the right, title and interest in the Leasehold in respect of Erf 5211, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal.

Situation: Erf 5211, Mohlakeng Extension 3.

Area: 458 (four hundred and fifty-eight) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen and lounge under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 2nd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ106E/mgh/tf.)

Case 6951/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngeleza: Bangi Eric,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 2 June 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 1097, Kibler Park Township, Registration Division IQ, Transvaal.

Situation: 13 Moore Grove, Kibler Park.

Area: 1 150 (one thousand one hundred and fifty) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two garages/store-rooms, swimming-pool, sauna, entrance hall and toilet under tiled 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 25th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY74E/mgh/tf.)

Case 13470/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkosi: Zablon Abednigo,** First Defendant, and **Nkosi: Mankgabe Salamina,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesay, 1 June 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 intereste in the leasehold in respect of Site 77, Hlongwane Township, Registration Division IR, Transvaal.

Situation: 77 Hlongwane Section, Katlehong.

Area: 264 (two hundred and sixty-four) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, garage/two store-rooms, under iron roof, outside 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 29th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG232E/mgh/tf.)

Case 04590/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sheppy: Joy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 3 June 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) Secton 45, as shown and more fully described on Sectional Plan SS111/1988, in the building or buildings known as Sunset Valley, situated at Township of Weltevreden Park Extension 29 Township, local authority of Roodepoort City Council of which the floor area, according to the sectional plan is 87 (eighty-seven) square metres in extent; and

(B) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Situation: Flat 45, Sunset Valley, Spekboom Street, Weltevreden Park Extension 29.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/store-room, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT38E/mgh/tf.)

Case 00429/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Njotini: Witness Mzunzima,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 1 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 10273, Tokoza Extension 5 Township, Registration Division IR, Transvaal.

Situation: Lot 10273, Tokoza Extension 5, area 294 (two hundred and ninety-four) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 25th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO181E/mgh/tf.)

Case 27532/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

Nedcor Bank Limited No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Fiona Shirley Hurwitz,** First Defendant, and **Lawrence Harold Hurwitz,** 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 by the Sheriff of Johannesburg Central at 131 Marshall Street, Johannesburg on 2 June 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: Unit comprising section 28 with its undivided share in the common property in the Kelemberg sectional title scheme, area 85 square metres, situation Flat 704, Kelemberg, 40 Joel Street, Berea.

Improvements (not guaranteed): A flat consisting of a bedroom, bathroom, kitchen, dining-room, lounge and parking bay.

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

Dated at Johannesburg on this 20th 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/50333.)

Case 27999/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Darmas Elsie Mpuseng,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court Kempton Park at 8 Park Street, Kempton Park, on Thursday, 26 May 1994 at 09:00, 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, Kempton Park at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 103, Leboeng Township, Registration Division IR, Transvaal, measuring 244m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL38437/89, being 103 Leboeng Section, Tembisa, Kempton Park.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, single garage and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76431/Ms. Erasmus/kw.)

Case 24142/93
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 **Muvhango, Elias Nditsheni,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 1 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 3406, Kagiso Township, Registration Division IQ, Transvaal, measuring 266 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL40906/1987, being 3406 Kagiso, Krugersdorp.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 22nd day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75844.FCLS/Mr. Brewer/djl.)

Case 32228/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dladla, Thyleleni Eunice,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 1 June 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 9525, Tokoza Extnesion 2, Township, Registration Division IR, Transvaal, situation Erf 9525, Tokoza Extension 2, area 280 (two hundred and eighty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full transfer price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG379E/mgh/tf.)

Case 02391/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 3 June 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 175, Horison Township, Registration Division IQ, Transvaal, situation 68 Kilburn Street, Horison, Roodepoort, area 1 190 (one thousand one hundred and ninety) square metres.

Improvements (not guaranteed): Three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, two garages/store-rooms, under iron roof, ablutions and property enclosed.

Terms: A cahs 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 transfer price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT25E/mgh/tf.)

Case 7265/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tola, Clive Moko,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 3 June 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 Site 2783, Dobsonville Township, Registration Division IQ, Transvaal, situation Site 2783, Dobsonville, area 274 (two hundred and seventy-four) square metres.

Improvements (not guaranteed): Two bedrooms, dining-room, kitchen, three garages, under asbestos roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full transfer price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 15th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ113E/mgh/tf.)

Case 00123/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Heerden, Hugo,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 3 June 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:

A Unit consisting of:

(a) Section 4 as shown and more fully described on Sectional Plan SS20/1992 in the scheme known as Mount Helicon in respect of the land and building or buildings situated at Florida Hills Township, in the area of the Roodepoort local authority of which the floor area, according to the said sectional plan, is 117 (one hundred and seventeen) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; an exclusive use area described as

(c) Yard marked Y4 measuring 12 (twelve) square metres in extent being as such part of the common property, comprising the land and the scheme known as Mount Helicon in respect of the land and building or buildings situated at Florida Hills Township, as shown and more fully described on Sectional Plan SS20/1992; an exclusive use area described as

(d) Garage marked G4 measuring 21 (twenty-one) square metres in extent being as such part of the common property, comprising the land and the scheme known as Mount Helicon, in respect of the land and building or buildings situated at Florida Hills Township, as shown and more fully described on Sectional Plan SS20/1992;

Situation: Flat 4, Mount Helicon, 4 Cotswold Road, Florida Hills Extension 2;

Improvements (not guaranteed): Two bedrooms, bathroom/toilet, kitchen, lounge, dining-room, under iron roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT19E/mgh/tf.)

Case 31008/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Meier, Anthony Lombard,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 2 June 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:

Erf 296, Meredale Extension 2 Township, Registration Division IR, Transvaal.

Situation: 23 Flammink Street, Meredale Extension 2.

*Area:*1003 (one thousand and three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, carport, jacuzzi, property enclosed and 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. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 20th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY17E/mgh/st.)

Case 04471/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Spillman, Robert,** 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, 2 June 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:

A Unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS7/1989 in the scheme known as Bellemonde in respect of the land and building or buildings situated at Ormonde Extension 1 Township, local authority of Johannesburg of which the floor area, according to the said sectional plan, is 61 (sixty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota of the said section as shown on the said sectional plan.

Situation: 4 Bellemonde, Elligen Road, Ormonde Extension 1;

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, carport, 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ94E/mgh/tf.)

Case 13110/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nokwe, Thenjiwe Marilyn,** 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, 2 June 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 479, Denver Township, Registration Division IR, Transvaal.

Situation: 21 and 21A Berlein Street, Denver.

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

Improvements (not guaranteed): Two semi detached dwellings each comprising of two bedrooms, bathroom, kitchen, lounge, dining-room, 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 20th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR284E/mgh/st.)

Case 24505/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msana, Mhlava Gladys,** 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, Soweto East, at 131 Marshall Street, Johannesburg, on Thursday, 2 June 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:

All right, title and interest in the leasehold in respect of Lot 5671, Chiawelo Extension 1 Township, Registration Division IQ, Transvaal, situated 1562A Chauke Street, Chiawelo Extension 1, area 234 (two hundred and thirty-four) square metres.

Improvements (not guaranteed): Two bedrooms, dining-room, kitchen, three garages and under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO194E/mgh/st.)

Case 8125/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Procter, Steven Ross,** 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, 2 June 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 917 Kensington Township, Registration Division IR, Transvaal, situated 33 King Edward Street, Kensington, area 567 (five hundred and sixty-seven) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, two bedrooms, bathroom, kitchen, pantry, laundry, garage, store-room, under tiled 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 20th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR351E/mgh/st.)

Case 8126/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Koranicki, Susanna Aletta,** First Defendant, and **Kirkel, Aubrey Benjamin,** 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 East, at 131 Marshall Street, Johannesburg, on Thursday, 2 June 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 Remaining Extent of Erf 8110, Kensington Township, Registration Division IR, Transvaal, situated 98 Kitchener Avenue, Kensington, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall, lounge, three bedrooms, bathroom, kitchen, two garages, 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 20th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR352E/mgh/st.)

Case 32550/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hlela, Silambi Solomon,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday 1 June 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:

All right, title and interest in the leasehold in respect of Site 3294, Moleleki Extension 1 Township, Registration Division IR, Transvaal, situated Site 3294, Moleleki Extension 1, Katlehong, area 226 (two hundred and twenty-six) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG383E/mgh/tf.)

Case 18680/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Naidoo, Thulsidasan,** 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, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 3 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 2558, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, situation 2558 Hibiscus Crescent, Lenasia South Extension 2, area 370 (three hundred and seventy) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, under tiled 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 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 fourteen (14) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 26th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY34E/mgh/tf.)

Case 13056/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Coutries, Mary Peggy,** 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, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1836, Eldorado Park Township, Registration Division IQ, Transvaal, situation 30 Brons Street, Eldorado Park, area 293 (two hundred and ninety-three) square metres; and

Erf 1837, Eldorado Park Township, Registration Division IQ, Transvaal, situation 32 Brons Street, Eldorado Park, area 293 (two hundred and ninety-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, carport, under iron roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 26th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV19E/mgh/tf.)

Case 8124/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Radebe, Doris Dolly,** 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, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain unit consisting of:

(a) Section 21, as shown and more fully described on Sectional Plan SS139/1984, in the scheme known as Minida Mansions, in respect of the land and building or buildings situated at Bellevue Township, City Council of Johannesburg, Local Authority, of which section the floor area, according to the sectional plan, is 84 (eighty-four) sqare metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(c) an exclusive use area described as Parking Bay P8, measuring 12 (twelve) square metres, being as such part of the common property comprisng the land and the scheme known as Minida Mansions, in respect of the land and building or buildings situated at Bellevue Township, City of Johannesburg, Local Authority, as shown and more fully described on Sectional Plan SS139/1984;

Situation Flat 22, Minida Mansions, corner of Yeo and Raymond Streets, Bellevue, Johannesburg.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, dining-room, parking bay and under slab roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 25th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR350E/mgh/tf.)

Case 31559/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ngwenya, Dennis,** 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, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 2 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 768, Mapetla Township, Registration Division IQ, Transvaal, situation Erf 768, Mapetla, area 260 (two hundred and sixty) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 26th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO11E/mgh/tf.)

Case 32551/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dladla: Joseph Mangaui,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 1 June 1994 at 10:00, in the forenoon, 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 Site 1173, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situation Site 11844 (formerly known as 1173), Tokoza Extension 2, area 180 (one hundred and eighty) square metres.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, under iron roof, ablutions and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 22nd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG382E/mgh/tf.)

Case 02393/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Buskin: Alan,** 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, 2 June 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) Erf 488, Orange Grove Township, Registration Division IR, Transvaal, situation 15 Hope Road, Orange Grove, area 495 (four hundred and ninety-five) square metres; and

(2) Erf 490, Orange Grove Township, Registration Division IR, Transvaal, situation 17 Hope Road, Orange Grove, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, family room, four studies, three bedrooms, two bathrooms, toilet, kitchen, two garages, two carports, swimming-pool, under tiled and 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 25th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR344E/mgh/tf.)

Case 10629/93

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 **Johannes Jacobus Oosthuizen,** First Defendant, and **Esther Susanna Arnoldus Oosthuizen,** 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 entrance of the Magistrate's Court, Fochville, on Friday, 27 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, Potchefstroom, at 195 Kerk Street, Potchefstroom:

Erf 58, Fochville Township, Registration Division IQ, Transvaal, measuring 495 square metres, held by the Defendants under Deed of Transfer T14054/1987, being 24 Horvitch Street, Fochville.

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, scullery, 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 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69489/FCLS/Mr Brewer/djl.)

Saak 7146/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06, Eiser, en **A. S. Jansen van Vuuren,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 2 Desember 1993, sal die ondervermelde eiendom op 1 Junie 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 288, Noordheuwel-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 690 (eenduisend seshonderd en negentig) vierkante meter, ook bekend as Kougastraat 15, Noordheuwel, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

Die voorwaardes van die titelakte;

Die volledige verkoopvoorwaardes; en

sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdieping met sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, waskamer, bediendekamer, drie motorhuise, swembad, plus woonstel bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agttien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouvereenigingwaarborg 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 Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 20ste 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/N236.)

Saak 120/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **D. M. Fourie,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 25 Januarie 1994, sal die ondervermelde eiendom op 1 Junie 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 706, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, ook bekend as Taraweg 8, Kenmare, Krugersdorp.

Voorwaardes van die verkoop:
Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Transportakte.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdieping met sitkamer, 1½ badkamer, drie slaapkamers, gang, kombuis, buite-toilet en motorhuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien (10%) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente darop teen 17,25% (sewentien komma twee-vyf per sent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 20ste 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/N246.)

Saak 1415/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **K. L. Malindi,** Verweerder

Ter uitvoering van 'n vonnis en 'n lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 26 Maart 1993, sal die ondervermelde eiendom op 1 Junie 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 13843 Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 452 (vierhonderd twee-en-vyftig) vierkante meter, ook bekend as 13843 Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:*

Tien (10%) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18,75% (agtien komma sewe vyf persent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 22ste 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/S213.)

Case 2989/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** trading as Perm, Plaintiff, and **Bonnilea (Pty) Ltd,** First Defendant, **Frederick Welken de Kock,** Second Defendant, and **Doris de Kock,** Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 27 May 1994, at 10:00, of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 5 (a portion of Portion 1) of the farm Rondebosch 403, Registration Division JS, Transvaal, measuring 85,6532 (eight five comma six five three two) hectares, held by Deed of Transfer T34655/72, subject to the conditions and servitude contained in the said Deed.

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

Small farm consisting of:

1. Dwelling with iron roof consisting of lounge, dining-room, family room study, six bedrooms, three bathrooms, kitchen with pantry, sewing room, sun room, two garages; and

2. Dwelling with iron roof consisting of lounge, dining-room, family room, three bedrooms, bathroom and sewing room.

3. Borehole.

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

Dated at Pretoria this 3rd day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S148/94.)

Case 21070/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Malosa Fanie Molapa,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Office, Mdutjana on Thursday, 2 June 1994, at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 567, situated in the Township of Siyabuswa A in the District of Mdutjana, measure 1 410 (one thousand four hundred and ten) square meters, held under Deed of Grant 184/91.

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

Dwelling consisting of two bedrooms, kitchen, dining-room, two garages and three outside rooms.

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

Dated at Pretoria this 4th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.]. (Ref. MML/ep S1563/93.)

Case 2689/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sarel Johannes Oberholzer,** First Defendant, and **Irma Oberholzer,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 3 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 246, Modelpark Township, Registration Division JS, Transvaal, measuring 1 474 square metres, known as 28 Francis Street, Del Judor Extension 4, Witbank.

Improvements: A house comprising three bedrooms, two bathrooms, kitchen, dining-room, lounge, servant's ablutions, precast perimeter enclosure and brick driveway.

A. du Plooy, for Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1242.)

Case 2691/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pius Speucer Sibonile Mashiane,** First Defendant, and **Doria Mashiane,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 3 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 2250, kwaGuqa Extension 4 Township, Registration Division JS, Transvaal, measuring 200 square metres.

Improvements: A house comprising bedroom, bathroom, kitchen, lounge, dining-room, family room, study, garage, carport, swimming-pool, precast perimeter enclosure, brick driveway and servants' quarters.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1255.)

Case 1798/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Mandla Victor Maphalala,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 3 June 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1397, Phola Township, Registration Division JS, Transvaal, measuring 394 (three hundred and ninety-four) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL11092/1989.

The property is situated at Stand 1397, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge/dining-room, two bedrooms, kitchen and 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, 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 5th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 20075/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Du Toit Nelson Sibiya,** First Defendant, and **Sylvia Nonhlanhla Sibiya,** Second Defendant

A sale in execution will be held on Wednesday, 1 June 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, of:

Erf 517, in the Township of Constantiapark, Registration Division JR, Transvaal, in extent 1 216 square metres, known as 582 Bach Street, Constantiapark.

Particulars are not guaranteed: *Dwelling:* Entrance hall, lounge, family room, dining-room, three bedrooms and two bathrooms, staff rooms, double garage and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-387503/JAA/M. Oliphant.)

Case 1711/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Hendrik Johannes Thirion,** Defendant

A sale in execution will be held on Friday, 3 June 1994 at 09:00, by the Sheriff for the Supreme Court, Magistrate's Office, Church Street, Nigel, of:

Erf 992, situated in the Township of Visagiepark Extension 1, Registration Division IR, Transvaal, in extent 704 square metres, known as 4 Cactus Street, Nigel.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms and bathroom, double garage and toilet.

Inspect conditions at Sheriff for the Supreme Court, Nigel, 69 Church Street, Nigel.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1-C/397550/JAA/M. Oliphant.)

Saak 19022/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Volkskas Bank, Eiser, en **Andre Robert Williams,** Verweerder

'n Verkoping word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 1 Junie 1994 om 10:00, van:

Erf 19, Salieshoek, Registrasieafdeling JR, Transvaal, groot 1 532 vierkante meter, gehou kragtens Akte van Transport T65871/1989, beter bekend as Annemariestraat 149, Meyerspark, Pretoria.

Besonderhede word nie gewaarborg nie: 'n Baksteenhuis met 'n sinkdak en volvloermatte, vyf slaapkamers, twee badkamers, aparte toilet, aparte stort, twee sitkamers, eetkamer, kombuis, studeerkamer, twee motorhuise, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Strubenstraat 142, Pretoria.

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

Saak 26/94

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Siyaphi Daniel Shabangu,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 11 Maart 1994, word die hiernavermelde eiendom op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroskantoor, Amersfoort, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 459, in die dorp Ezamokuhle, Registrasieafdeling HS, Transvaal, groot 252 (tweehonderd twee-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL47046/89.

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

Voorwaardes:

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

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

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

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

Geteken te Ermelo hierdie 6de dag van Mei 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/dc/SJS092.)

Saak 27/94

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **P. V. en D. L. Mthethwa,** Verweerders

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 11 Maart 1994, word die hiernavermelde eiendom op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroskantoor, Amersfoort, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 435, in die dorp Ezamokuhle, Registrasieafdeling HS, Transvaal, groot 263 (tweehonderd drie-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL23345/89.

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

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

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

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

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

Geteken te Ermelo hierdie 6de dag van Mei 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/dc/SJM127.)

Saak 293/93

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **A. en B. J. Mtsweni,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 27 Januarie 1994 word die hiernavermelde eiendom op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroskantoor, Amersfoort, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 432, in die dorp Ezamokuhle, Registrasieafdeling HS, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL23342/89.

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

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

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

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

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

Geteken te Ermelo hierdie 6de dag van Mei 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/dc/SJM123.)

Saak 25/94

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **J. G. en L. Z. Msibi,** Verweerder

Ingevolge uitspraak van bogemelde Agbare hof en lasbrief vir eksekusie gedateer 11 Maart 1994 word die hiernavermelde eiendom op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroskantoor, Amersfoort, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 463, in die dorp Ezamokuhle, Registrasieafdeling HS, Transvaal, groot 252 (tweehonderd twee-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning en Huurpag TL20775/89.

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

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

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

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

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

Geteken te Ermelo hierdie 6de dag van Mei 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/dc/SJM126.)

Saak 287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Nekdcor Bank Bpk.**, Eiser, en **Sibusiso Hezekia Zwane,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 5 Januarie 1994 word die hiernavermelde eiendom op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroskantoor, Amersfoort, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 460, in die dorp Ezamokuhle, Registrasieafdeling HS, Transvaal, groot 282 (tweehonderd twee-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning vn Huurpag TL20806/89.

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

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

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

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

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

Geteken te Ermelo hierdie 6de dag van Mei 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo 2350. (Verw. mnr. V.d. Wath/dc/SJZ010.)

Saak 7659/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Mooibos Boerdery BK,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 16 November 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Hooggeregshof Letaba, op 3 Junie 1994 om 10:00, te die Landdroskantoor, Morganstraat, Tzaneen, verkoop:

Sekere Gedeelte 24 ('n gedeelte van Gedeelte 3), van die plaas Taganashoek 465, Registrasieafdeling LT, Transvaal, groot 38,5439 (drie agt komma vyf vier drie nege) hektaar, en sekere Gedeelte 25 ('n gedeelte van Gedeelte 3) van die plaas Taganashoek 465, Registrasieafdeling LT, Transvaal, groot 43,5832 (vier drie komma vyf agt drie twee) hektaar.

Die eiendom is onverbeter.

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 Rentmeestergebou, Tweede Verdieping, Agathastraat, Tzaneen.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. Grobler/ED2984.)

Saak 1449/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

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

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 17 Maart 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 17 Junie 1994, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, om 10:00:

Beskrywing: Sekere onverbeterde eiendom geleë in die dorpsgebied Falcon Ridge, Registrasieafdeling IQ, Transvaal, synde Erf 175, groot 1 060 (een nul ses nul) vierkante meter.

Die straatadres van die eiendom is Flapstraat 18, Falcon Ridge, 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 koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

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 2de dag van Mei 1994.

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

Saak 7700/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **G. F. J. Terry,** Eerste Verweerder, en **N. Terry,** Tweede 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 3 Junie 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:

Hoewe 70, Winternest-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0243 (twee komma nul twee vier drie) hektaar, gehou kragtens Akte van Transport T37360/1980.

Beskrywing: Verbeterde eiendom.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, jacuzzi en twee motorafdakke.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 6de dag van Mei 1994.

Coetzee, 15de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Botha/MB/251/92.)

KAAP • CAPE

Case 7019/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Donavon Deon Meyer**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 7 June 1994 at 11:00, to the highest bidder:

Erf 19134, Goodwood, in extent 471 square metres, held by T52807/92, situated at 1 Balvenie Avenue, Elnor, Elsie's River, Cape.

1. The following improvements are reported but not guaranteed:

Outbuilding: Garage and servants' quarters.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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. D3U0244/104614/gl.)

Case 508/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mathilda Viviers** and **Andre Izak Viviers**

The following property will be sold in execution at the site of the property, 9 Northlane Street, Kleinbegin, Kraaifontein, Cape, on Monday, 6 June 1994 at 11:00, to the highest bidder:

Erf 3975, Kraaifontein, in extent 708 square metres, held by T54107/93, situated at 9 Northlane Street, Kleinbegin, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by 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. D4U0023/gl.)

Case 6952/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Flip de Jager,** First Defendant, and **Hazeline de Jager,** Second Defendant

In pursuance of a judgment dated 16 March 1994 and an attachment on 20 April 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 27 May 1994 at 14:15:

Erf 6997, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, in extent 376 (three hundred and seventy-six) square metres, situated at 28 Loonat Road, Bethelsdorp, 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 office of the Sheriff of the Magistrate's Court, West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and threafter 3% (three per centum) to a maximum of R6 000, with a minimum charge of R200 plus VAT] are also payable on date of sale.

Dated on this the 22nd day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3672/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Bonisile Jackson Mboto**

In pursuance of a judgment dated 22 February 1994 and an attachment on 19 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, 27 May 1994 at 14:15:

Erf 15761, Elundini, Administrative District of Port Elizabeth, in extent 211 (two hundred and eleven) square metres, situated at 18 Ngqolombe Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of three 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, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, with a minimum charge of R200 plus VAT] are also payable on date of sale.

Dated on this the 26th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 11006/93

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

In the matter between **ABSA Bank Limited,** Judgment Creditor, and **Robert James Cleghorn,** Judgment Debtor

In pursuance of a judgment granted on 26 October 1993, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 8 June 1994 a 12:00, at 21 Colombard Close, Richwood:

Description: Erf 1730, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent two hundred and seventy-seven (277) square metres.

Postal address: 21 Colombard Close, Richwood.

Improvements: Dwelling: Lounge, kitchen, two bedrooms and bathroom, held by Deed of Transfer T31178/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 22nd day of April 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parowk, 7500. [Tel. (021) 92-6017.]

Case 2410/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Plaintiff, and **Timothy Joseph Benjamin,** First Defendant, and **Patricia Anne Benjamin,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 15 March 1994, the under-mentioned property will be sold in execution at the premises on Thursday, 9 June 1994 at 09:30:

Section 3, plus undivided share in common property, described on Sectional Plan SS13/90, in scheme known as Riverside Mansions, Kuils River, measuring 54 (five four) square metres, and comprising of building with two bedrooms, lounge, kitchen and bathroom, and also known as 3 Riverside Mansions, Nooiensfontein Road, Kuils River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 21st day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 395/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Ronald Hendry September** and **Adriana Rebecca September**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 8 June 1994 at 10:00, to the highest bidder:

Erf 33950, Mitchells Plain, in extent 162 square metres held by T31825/92, situated at 18 Smuts 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer], which amounts are to be secured by approved bank guarantee 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. D2U1606/gl.)

Case 4576/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Gretta-May Mary Shaban**

The following property will be sold in execution at the site of the property, 25 Oviston Way, Edgemead, Cape, on Wednesday, 8 June 1994 at 11:00, to the highest bidder:

Erf 18684, Goodwood, in extent 637 square metres, held by T25902/88, situated at 25 Oviston Way, Edgemead, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer], which amounts are to be secured by approved bank guarantee 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. D–U1939/gl.)

Case 3704/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Shafiek Mookadam,** Judgment Debtor

In pursuance of a judgment in the Court, of the Magistrate of Simon's Town, dated 10 November 1993, and warrant of execution against immovable property dated 10 November 1993, the following property will be sold in execution at the site, being 29 Wallace Payton, New Woodlands, Mitchells Plain, on Wednesday, 8 June 1994 at 10:00, to the highest bidder:

Erf 39569, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T44323/1993, situated at and also known as 29 Wallace Payton, New Woodlands, Mitchells Plain.

The following information is furnished *re* the improvements on the property though in this respect nothing is guaranteed: The property consists of a brick dwelling consisting of three bedrooms, bathroom, kitchen and lounge under asbestos roof.

Conditions of sale:

1. The property shall be sold subject to the terms and conditions of the Magistrates' Courts Act, and the rules thereunder and of its title deeds and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. 10% (ten per centum) of the purchase price shall be paid in cash or by bank or building society guaranteed cheque upon signature of the conditions of sale and the full balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum (or the ruling interest rate applicable from time to time), calculated on the amount of the Judgment Creditor's claim, which said claims is secured under its first mortgage bond (and in the event of there being any other preferent Creditor then also the interest payable upon such Creditor's claim) from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days from the date of sale.

3. The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Mitchells Plain.

Dated at Muizenberg this 22nd day of April 1994.

G. P. J. Klopper, for Gerhard Klopper, Attorney for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788/1111/2.) (Ref. GK/ds/3747.)

Case 4274/94

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, Plaintiff, and **Craig Desmond Kitching and Carol Dawn Lovett,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 9 June 1994 at 11:30:

Erf 150761, portion of Erf 20613, Cape Town, Brooklyn, in the Municipality of Cape Town, Cape Division, in extent 176 square metres, also known as 10 Camden Street, Brooklyn.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with entrance-hall, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this 22nd day of April 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 1175/94

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Ahmed Hoosain Khan,** First Defendant, and **Razya Ismail Khan,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 17 March 1994, the undermentioned property will be sold in execution at the premises on Thursday, 9 June 1994 at 10:15:

Erf 2058, Eerste River, in the local area of Blue Downs, Division of Stellenbosch, measuring 455 (four five five) square metres and comprising of a building with three bedrooms, kitchen, lounge, bathroom, toilet and maids' quarters with two bedrooms, kitchen, bathroom and toilet, and known as 60 River Crescent, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court, may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected in his office or at the offices of the Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 21st day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 34450/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Manene David Nkungu**

In pursuance of a judgment dated 17 November 1992, and an attachment on 19 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, 27 May 1994 at 14:15:

Erf 7255, Ibhayi, at kwaZakhele, Administrative District of Port Elizabeth, in extent 211 (two hundred and eleven) square metres, situated at 7255 Site & 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, 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 Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand plus Value Added Tax) are also payable on date of sale.

Dated on this 22nd day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Caste Hill, Port Elizabeth.

Case 18283/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Gladstone Lumbi,** First Defendant, and **Nozimbo Cynthia Lumbi,** Second Defendant

In pursuance of a judgment dated 6 July 1993 and an attachment on 19 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, 27 May 1994 at 14:15:

Erf 39787, Ibhayi, at Zwide, in the Administrative District of Port Elizabeth, in extent 304 (three hundred and four) square metres, situated at 43 Msengana 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, 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 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 Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges, 5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred) plus Value-Added Tax are also payable on date of sale.

Dated on this 25th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1397/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Roelof Jacobus Petrus van Tonder,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Market Square, Kimberley, on Monday, 30 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Deputy Sheriff, Woodley Street, Kimberley, prior to the sale:

Erf 3268, situated in the City and District of Kimberley, measuring 2 368 (two thousand three hundred and sixty-eight) square metres, held by Deed of Transfer T1806/75, also known as 3 Fraser Road, Monument Heights, Kimberley.

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

Thatch roof residential property with lounge, dining-room, family room, kitchen, laundry/scullery, four bedrooms, two garages, servants' quarters and swimming-pool.

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

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to 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 Kimberley on this the 26th day of April 1994.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Saak 30260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **H. G. van Vuuren,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 24 Maart 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Lindenstraat 105, Ravensmead, per publieke veiling te koop aangebied op 8 Junie 1994 om 11:00:

Erf 14810, Parow (Restant), ook bekend as Lindenstraat 105, Ravensmead, afdeling Kaap, groot 879 vierkante meter, gehou kragtens Transportakte T66460/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Bellville, 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 veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergenoemde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 25ste dag van April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN330.)

Case 5958/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Zandisile Benjamin Kolongo,** First Defendant, and **Thandeka Blonde Kolongo,** Second Defendant

In pursuance of a judgment dated 10 March 1994, and an attachment on 20 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, 27 May 1994 at 14:15:

Erf 1718, Motherwell NU7, Phase 2, in the Administrative District of Uitenhage, in extent 224 (two hundred and twenty-four) square metres, situated at 54 Ncwazi Street, Motherwell NU7, Phase 2, 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 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 Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax) are also payable on date of sale.

Dated on this 26th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 26935/92

IN THE MAGISTATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Gcobani Ackerson Katangana,** Defendant

In pursuance of a judgment dated 10 October 1992, and an attachment on 20 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, 27 May 1994 at 14:15:

Erf 1852, Motherwell NU7, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 108 Ncememe Street, Motherwell NU7, 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 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 Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax] are also payable on date of sale.

Dated on this 26th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5952/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Nkwenkwezi Cinette Xotyeni**

In pursuance of a judgment dated 10 March 1994, and an attachment on 20 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, 27 May 1994 at 14:15:

Erf 17096, McNamee Village, Administrative District of Port Elizabeth, in extent 218 (two hundred and eighteen) square metres, situated at 192 Masangwana Street, McNamee Village, 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 and a bathroom.

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 Value-Added Tax if applicable, against transfer to be secured by a guarantee aproved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax] are also payable on date of sale.

Dated on this 22nd day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 4108/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Buyile Matthews Mbekela**

In pursuance of a judgment dated 4 March 1994, and an attachment on 19 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 Frida, 27 May 1994 at 14:15:

Erf 10289, Ibhayi, at kwaZakhele, Administrative District of Port Elizabeth, in extent 237 (two hundred and thirty-seven) square metres, situated at 10289 Site & 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, 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 Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax) are also payable on date of sale.

Dated on this 22nd day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 14142/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ivan Fransman,** Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 6 December 1993, the property listed hereunder and commonly known as 8 Eland Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 6270, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 438 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 22nd day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1594.)

Case 39973/93

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ebrahim Hendricks,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 October 1993, the property listed hereunder and commonly known as 32 Devon Road, Lansdowne, will be sold in execution at the premises, on Thursday, 2 June 1994 at 14:00, to the highest bidder:

Erf 119713, Cape Town, at Lansdown in the Municipality of Cape Town, Cape Division, in extent 496 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1568.)

Case 6114/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, *versus* **Simon Dingana,** First Defendant, and **Ntombethamsanqa Albertina Dingana,** Second Defedant

In pursuance of a judgment dated 18 March 1994 and an attachment on 20 April 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 27 May 1994 at 14:15:

Erf 10123, Motherwell, in the area of the Town Council of Motherwell, Division of Uitenhage, in extent 271 (two hundred and seventy-one) square metres, situated at 32 Nyutura Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, 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 Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 26th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 9457/1992

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Catherina Magdalena Davids,** Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 27 August 1992, the property listed hereunder, and commonly known as 208 Stratford Avenue, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 4226, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 304 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1243.)

Case 2252/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jakobus Nakoo,** Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 9 March 1994, the property listed hereunder, and commonly known as 79 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 6245, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 363 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1651.)

Case 2251/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Russel Peter Swartz,** First Defendant, and **Melita Merle Swartz,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 9 March 1994, the property listed hereunder, and commonly known as 3 Palmiet Crescent, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 4297, Blue Downs, situated in the Lower Kuils River No. 1 Area, Division of Stellenbosch, in extent 328 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1652.)

Case 12/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Emil van Onselen**

The following property will be sold in execution at the site of the property, 50 Fourth Avenue, Kraaifontein, Cape, on Monday, 6 June 1994 at 12:15, to the highest bidder:

Erf 2550, Kraaifontein, in extent 496 square metres, held by T57932/1989, situated at 50 Fourth Avenue, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom/shower, toilet, garage and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15% (fifteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by 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. D3A0716/104472gl.)

Saak 4197/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mev. Marianna Estelle Wentzel,** voorheen Warner, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Oktober 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 2 Junie 1994 om 11:00, op die perseel te Visvangerstraat 28, Van Riebeeckstrand, Melkbosstrand, 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 1447, Melkbosstrand, in die gebied van die Plaaslike Raad van Melkbosstrand, afdeling Kaap, groot 890 vierkante meter, gehou kragtens Transportakte T2554/89.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n enkelverdieping-woonhuis met teëldak, portaal, sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee en 'n halwe badkamer, kombuis, wassery en twee motorhuise.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040); en/of die Balju van die Landdroshof, Malmesbury. [Tel. (0224) 2-3090.]

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 (Tel. 92-0040); en/of die Balju van die Landdroshof, Malmesbury. [Tel. (0224) 2-3090.]

Datum: 22 April 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2007.)

Case 81/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **James Franciscus Kordom,** First Defendant, and **Maria Anna Kordom,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 8 February 1993, the property listed hereunder, and commonly known as 97 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 6150, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 363 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1380.)

Case 2704/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Derick Blankenberg,** First Defendant, and **Georgina Una Elizabeth Blankenberg,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 18 March 1994, the property listed hereunder, and commonly known as 21 Curlew Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 1 June 1994 at 09:00, to the highest bidder:

Erf 6369, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 418 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1654.)

Case 9472/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank *versus* **Eugene Emil Honey, Sandra Ann Honey**

The following property will be sold in execution by public auction held at 112H Crassula Avenue, Table View, to the highest bidder on 2 June 1994 at 15:00:

Erf 13525, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 441 (four hundred and forty-one) square metres, held by Deed of Transfer T55565/92, situated at 112H Crassula Avenue, Table View.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge/dining-room/family room, kitchen, three bedrooms, bathroom/toilet, toilet/shower and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1177/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Willem Steenkamp, Wilhelmina Magrieta Steenkamp**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 2 June 1994 at 09:00:

Erf 4196, Eerste River, in the Local Area of Blue Downs, Administative District of Stellenbosch, in extent 437 (four hundred and thirty-seven) square metres, held by Deed of Transfer T1645/89, situated at 8 Juliet Close, Stratford Green, 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: Lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 12787/93

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Leslie Louw,** Execution Debtor

The following proprerty will be sold in execution at the premises, namely 26 Venus Crescent, Bishop Lavis, on Thursday, 2 June 1994 at 12:00, to the highest bidder:

Certain Erf 4957, Matroosfontein, in the Administrative District of the Cape, in extent 423 (four hundred and twenty-three) square metres, held by Deed of Transfer T66884/1992, also known as 26 Venus Crescent, Bishop Lavis.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

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

Dwelling: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Goodwood.

Dated at Cape Town on this the 15th day of April 1994.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/ed/2055 51127.)

Saak 16891/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Boland Bank Beperk,** Eiser, en **Jassiem Haywood,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 September 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 1 Junie 1994 om 10:00, voor die Landdroshof, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 29932, Mitchells Plain, in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 150 vierkante meter, gehou kragtens Transportakte T26491/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n baksteen-skakelhuis met asbesdak, drie slaapkamers, badkamer/toilet, kombuis en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, T. C. Botha, Mediese Sentrum 106, Maynardweg, Wynberg. (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Baljukommissie 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 Balju, T. C. Botha, Mediese Sentrum 106, Maynardweg, Wynberg (Tel. 761-3439).

Gedateer op hierdie 20ste dag van April 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2251.)

Saak 3574/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Pieter Langisa,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusielasbrief gedateer 23 Februarie 1994 sal die ondergemelde eiendom verkoop word op 3 Junie 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 15316, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 275 vierkante meter, ook bekend as Sesame Close 21, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 18de dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z18812.)

Case 2113/94

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* **Esther Susanne Fortuin**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 2 June 1994 at 09:00:

Erf 2965, Kleinvlei, in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 208 (two hundred and eight) square metres, held by Deed of Transfer T30953/88, situated at 73 Hackius Street, 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: Lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 25390/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **John Frank Gordon** and **Deborah Inez Gordon**

The following property will be sold in execution by public auction held at The Paddocks, 1 Bowlers Avenue, Durbanville, to the highest bidder on 3 June 1994 at 11:00:

Erf 7194, Durbanville, in the Municipality of Durbanville, Cape Division, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T17788/92, situated at The Paddocks, 1 Bowlers Avenue, Durbanville.

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, Claremart Auctioneers, 21 Paardeneiland Road, Paardeneiland.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance-hall, lounge/dining-room, TV-room, three bedrooms, bathroom/toilet, shower/toilet and single 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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 873/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **M. du Plessis,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 23 Februarie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Midmarstraat E23, Groenvallei, Bellville, per publieke veiling te koop aangebied op 8 Junie 1994 om 10:00:

(a) Erf 18947, Bellville, ook bekend as Midmarstraat E23, Groenvallei, Bellville, afdeling Kaap, groot 264 vierkante meter.

(b) Erf 19279, Bellville, ook bekend as Midmarstraat E23, Groenvallei, Bellville, afdeling Kaap, groot 19 vierkante meter, gehou kragtens Transportakte T73678/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, 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 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op die 18de dag van April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN376.)

Saak 42328/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **NBS Bank Beperk,** Eiser, en **G. Narker,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Wynberg, gedateer 6 Augustus 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Wynberg, per publieke veiling te koop aangebied op 8 Junie 1994 om 10:00:

Erf 35486, Kaapstad, ook bekend as Ruthstraat 92, Rylands Estate, Athlone, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T2371/82.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Wynberg, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging 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 20% (twintig 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 tentye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 20 April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ENN200.)

Case 1382/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Jasmina Ismail,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 22 June 1993, and a warrant of execution dated 18 November 1993 the following will be sold in execution on 9 June 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchell's Plain in the City of Cape Town, Cape Division, being Erf 3668, Cape Town at Mitchells Plain, measuring 243 (two hundred and forty-three) square metres, held under Deed of Transfer T1727 dated 1991-01-11, also known as 7 Excelsior 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 asbestos roof, consisting of two bedrooms, lounge, kitchen, bathroom and carport.

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 seventeen comma twenty-five per centum (17,25%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:*

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 19th day of April 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. [Ref. X3C0211/Mrs Wentzel (102902).]

Saak 35800/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Deon Graham Macomo,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 9 Desember 1993, sal die ondergemelde eiendom verkoop word op 3 Junie 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 4601, Gelvandale, in die munisipaliteit en afdeling Port Elizabeth, groot 192 vierkante meter, ook bekend as Reneckestraat 65, Gelvandale, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 18de dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z16923.)

Case 34508/92

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 **Mzolisi Wiseman Nanana,** Defendant

In pursuance of a judgment dated 17 November 1992, and an attachment on 20 April 1994, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 27 May 1994 at 14:15:

Erf 521, Motherwell, NU2, Administrative District of Uitenhage, in extent 207 (two hundred and seven) square metres, situated at 64 Luthuli Street, Motherwell, NU2.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT 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 21st day of April 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 32235/92

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 **Thami George Kefile,** Defendant

In pursuance of a judgment dated 11 November 1992 and an attachment on 20 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 27 May 1994 at 14:15:

Erf 588, Motherwell, NU3, Administrative District of Uitenhage, in extent 280 (two hundred and eighty) square metres, situated at 104 Indwe Street, Motherwell, NU3.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three 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 VAT 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 21st day of April 1994.

Kaplan Blumberg, Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 32237/92

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 **Sixaki Sydney Dokwana,** Defendant

In pursuance of a judgment dated 11 November 1992 and an attachment on 20 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 27 May 1994 at 14:15:

Erf 626, Motherwell, NU7, Administrative District of Uitenhage, in extent 244 (two hundred and forty-four) square metres, situated at 626 Mtendwe Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magstrate'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 VAT 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 21st day of April 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 28776/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **R. J. Stephenson,** Plaintiff, and **M. S. Tobias,** Defendant

In pursuance of a judgment dated 1 October 1993 and an attachment on 14 April 1994, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 27 May 1994 at 14:15:

Erf 4408, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 958 (nine hundred and fifty-eight) square metres, held by Deed of Transfer T12128/1987, situated at 25 Joseph Crescent, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 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 19th day of April 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 638/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Paul Potgieter** Defendant

In pursuance of a judgment in the above Court and a warrant of attachment dated 17 August 1993 the undermentioned property will be sold in execution to the highest bidder at the site of Erf 2210, Postmasburg, on Thursday, 26 May 1994 at 10:00:

Certain Erf 2210, Postmasburg, situated in the Postmasburg Township Extension 10, in the municipality of Postmasburg, Division of Hay, measuring 814 (eight hundred and fourteen) square metres, held under Deed of Transfer T1290/90, also known as 12 Eighth Avenue, Postdene, Postmasburg.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom and toilet.

10% (ten per cent) of the purchase price together with Value-Added Tax whereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Postmasburg and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.)

Case 1963/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

Saambou-Bank Limited *versus* **Martha Elizabeth Voortman**

The following property will be sold in execution at Remainder Erf 7099, situated at Chart Knowle, Parel Vallei Road, Somerset West, on Tuesday, 24 May 1994 at 11:00, to the highest bidder:

Remainder Erf 7099, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, measuring eight thousand six hundred and forty-one (8 641) square metres, held by Deed of Transfer T46128/1985, situated at Chart Knowle, Parel Vallei Road, Somerset West.

1. The following improvements are reported but not guaranteed: Dwelling.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18% (eighteen 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 or building society guarantee to be delivered within 14 days of the sale.

3. *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.

C. F. Geel, for Heunis & Heunis, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (Ref. CFG/FS/S98g.)

Saak 13622/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. P. da Silva,** en **N. da Silva,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 24 November 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Maltonweg 14, Dennemere, Blackheath, per publieke veiling te koop aangebied op 2 Junie 1994 om 11:45:

Erf 2010, Gaylee, ook bekend as Maltonweg 14, Dennemere, Blackheat, Afdeling Stellenbosch, groot 272 vierkante meter, gehou kragtens Transportakte T25828/88.

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 alans 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 18% (agtien 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 & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 15 April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN329.)

Saak 1161/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Transnet Beperk,** Eiser, en **Francois Liebenberg,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 30 Maart 1994 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 2 Junie 1994 om 10:00:

Sekere Erf 4080, Kimberley, geleë in die stad en distrik Kimberley, groot 601 vierkante meter, gehou kragtens Akte van Transport T9386/93, ook bekend as Rosestraat 26, Herlear, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, sitkamer, kombuis, badkamer, motorhuis, bediendekwartiere maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 1940/92

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **United Bank Beperk,** Eiser, en **C. A. Visser,** Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 26 Mei 1992 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 27 Mei 1994 om 09:30, op die perseel van die Verweerder, naamlik:

Restant van Erf 608, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot eenduisend nege-en-sestig (1 069) vierkante meter, gehou kragtens Transportakte T22637/91, ook bekend as Jan van Riebeeckweg 107, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, gesinskamer, drie slaapkamers, kombuis, waskamer, badkamer, aparte toilet, buitegeboue, enkel motorhuis, buitekamer en toegeboude stoep.

3. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 19de dag van April 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123/Posbus 104, Oudtshoorn.)

Saak 565/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **mev. A. Keller,** Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 25 Februarie 1993 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 27 Mei 1994 om 11:00, op die perseel van die Verweerderes, naamlik:

Erf 525, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot eenduisend tweehonder ses-en-twintig (1 226) vierkante meter, gehou kragtens Transportakte T1280/89, ook bekend as Sunsetlaan 7, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit portaal, sitkamer, eetkamer, drie slaapkamers, een en 'n halwe badkamers, kombuis, motorhuis, buitekamer en buitetoilet.

3. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 19de dag van April 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 3241/93

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 **Esmond Alexander,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 15 July 1993 and warrant of execution dated 29 November 1993, the following will be sold in execution on 9 June 1994 at 10:00 at the Court-house being:

Certain land situated at Penlyn Estate in the City of Cape Town, Cape Division, being Erf 41415, Cape Town at Penlyn Estate, measuring 597 (five hundred and ninety-seven) square metres, held under Deed of Transfer 2221 dated 16 January 1991.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrats' 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 noting is guaranteed: Single dwelling built of brick walls under tiled roof consisting of five 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 seventeen comma twenty-five per centum (17,25%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 23rd day of March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0298/Mrs Wentzel.)

Case 8581/93

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 **Saat Galant,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 30 July 1993 and warrant of execution dated 2 December 1993, the following will be sold in execution on 9 June 1994 at 10:00 at the Court-house being:

Certain land situated at Sherwood Park, in the City of Cape Town, Cape Division, being Erf 96, Cape Town at Sherwood Park, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer 25325 dated 5 October 1977, also known as 10 Fourth Avenue, Sherwood Park.

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: Double storey built of brick walls under tiled roof consisting of upstairs, five bedrooms, two bathrooms and toilets, downstairs, three store-rooms, shopping space, separate bedroom, 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 seventeen comma twenty-five per centum (17,25%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 24th day of March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0308/Mrs Wentzel.)

Saak 1544/87

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **mnr. J. Wright,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 8 Maart 1994, sal die hieronder-vermelde eiendom verkoop word op 8 Junie 1994 om 11:00 op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 6208, Worcester, afdeling Worcester, groot 293 vierkante meter, gehou kragtens Akte van Transport T6379/81, bekend as Magoukastraat 23, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, drie slaapkamers, sitkamer, badkamer, kombuis, motorafdak, buitemure het baksteen konstruksie, volvloermatte en asbesdak.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 29ste dag van Maart 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QW0135.)

Case 20414/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Bank of Lisbon International Limited,** Plaintiff, and **Shaden Properties CC,** Defendant

In execution of a judgment of the Magistrate's Court for the District of the Cape, in the above matter, a sale will be held in front of the premises, 36 Upper Camp Road, Maitland, Cape, on Thursday, 2 June 1994 at 11:00, of the following immovable property:

Erf 119087, portion of Erf 24397, Cape Town, at Maitland, in the Municipality of Cape Town, Cape Division, in extent 128 square metres.

Consisting of a brick and lime semi-detached dwelling under corrugated iron roof consisting of two bedrooms with built-in cupboards, lounge, kitchen and bathroom.

1. The sale is subject to the provisions of the Magistrate's Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per centum) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Cape, Mandatum Building, 44 Barrack Street, Cape Town.

Herbsteins, Sheriff for the Cape, 17th Floor, 2 Long Street, Cape Town. (Ref. B. Halliday/lb/20711.)

Case 421/93

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. Ltd,** Plaintiff, and **Lucas Ndlbenzima Batyo,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, on 1 June 1994 at 10:00, of the following property:

Erf 29639, Khayelitsha, in the area of the City Council of Lingelethu West, Cape Division, in extent one hundred and seventy-nine (179) square metres, held under Certificate of Registered Grant of Leasehold TL 47937/92, subject to the conditions therein contained.

The property consists of a single dwelling built with bricks under an asbestos roof comprising of approximately three bedrooms, dining-room, kitchen and bathroom/w.c.

1. The sale is subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per centum (10%) of the purchase price immediately and the balance against registration of transfer, in which event the purchaser will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 31485/93

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 **Abdul Karriem Charles,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 30 September 1993, and warrant of execution dated 8 February 1994, the following will be sold in execution on 9 June 1994 at 10:00, at the Court-house being:

Certain land situated at Surrey Estate in the City of Cape Town, Cape Division, being Erf 107913, Cape Town, at Surrey Estate, measuring 481 (four hundred and eighty-one) square metres, held under Deed of Transfer 29963 dated 27 November 1972, also known as 125 Taurus Road, Surrey Estate.
Surrey Estate.

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: A vacant plot.

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 seventeen comma twenty-five (17,25%) 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 furhter 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 March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0332/Mrs Wentzel.)

Case 23414/93
PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly known as Nedperm Bank Limited, and prior to that known as Nedbank Limited, Plaintiff, and **Grobbelaar, Johannes Tobias,** First Defendant, and **Grobbelaar, Pieter Schalk,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 27 May 1994 at 11:00, on site namely 956 Kilarney Street, De Kelders, to the highest bidder:

Erf 956, De Kelders, in the Municipality of Gansbaai, Division of Caledon, in extent 595 (five hundred and ninety-five) square metres, held under Deed of Transfer T40901/1982, situated at 956 Kilarney Street, De Kelders.

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

Improvements: A vacant property with no improvements.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 23,25% (twenty-three comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 9 Balcony Building, Main Road, Hermanus.

Dated at Johannesburg on this the 16th day of March 1994.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Fax. 483-1785.) (Tel. 483-1737/41/44/62/66.) [Ref. N5638(VER) Mr Orelowitz/ab.]/The Sheriff of the Supreme Court, Hermanus, 89 Balcony Building, Main Road, Hermanus, P.O. Box 177, Hermanus, 7200. [Tel. (0283) 22508.]

Case 299/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **W. C. Coetzee,** First Defendant, and **K. Coetzee,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, dated 10 February 1994, the following will be sold in execution on 2 June 1994 at 11:00, at 7 Rifle Range Road, Thornton, to the highest bidder:

Erf 863, Thornton, 508 (five hundred and ninety-eight) square metres, held by Deed of Transfer T32341/1972, situated at 7 Rifle Range Road, Thornton, Goodwood.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

C. A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 21567/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **D. C. Davids,** First Defendant, and **J. K. Bissolati,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 14 January 1994, the following will be sold in execution on 1 June 1994 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 40674 (Portion Erf 40588), Mitchells Plain, 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T926/1988, situated at 18 Elmarie Crescent, Morgenster, Mitchells Plain.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3111/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Thandekile Antony Mpandle**

In pursuance of a judgment dated 10 March 1994 and an attachment on 20 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, 27 May 1994 at 14:15:

Erf 32286, Ibhayi, at Zwide, in the Administrative District of Port Elizabeth, in extent 327 (three hundred and twenty-seven) square metres, situated at 8 Mkuza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an iron roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, 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: 25 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5956/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Lolo Mbiko**

In pursuance of a judgment dated 21 March 1994 and an attachment on 20 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, 27 May 1994 at 14:15:

Erf 30376, Ibhayi, in the area of the City of Ibhayi, Administrative District of Port Elizabeth, in extent 281 (two hundred and eighty-one) square metres, situated at 34 Peppeta Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, semi-detached dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

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: 25 April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 26152/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Parow Hardware Beperk,** Eiser, en **Cecil Aylward,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 7 Desember 1993 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 1 Junie 1994 om 11:00, op die perseel te Drommedarisstraat 30, Oostersee, 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 3013, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 603 vierkante meter, gehou kragtens Transportakte T35208/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met drie slaapkamers, kombuis, sitkamer, badkamer en dubbelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer.

C. J. Veldtman. (Tel. 92-0040); en/of Balju van die Landdroshof, Bellville. (Tel. 948-5783.)

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. (Tel. 92-0040.); en/of die Balju van die Landdroshof, Bellville. (Tel. 948-5783.)

Datum: 28 April 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. [Verw. CJV/RB/689-23(A).]

Case 12027/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Naphprops CC,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) dated 20 October 1993, in the above-mentioned matter, a sale by public auction will be held by the Sheriff for the Supreme Court, Wynberg, at Atlantis, Andrews Road, Scott Estates, Hout Bay, Cape, on Wednesday, 1 June 1994 at 12:00, to the highest bidder subject to the approval of Plaintiff and the conditions which may be inspected at the office of the Sheriff for the Supreme Court, Wynberg, 110 Maynard Road, Maynard House, Wynberg, and will be read before the sale, of the following property owned by Defendant:

Erf 956, Cape Town, at Hout Bay, in the City of Cape Town, Cape Division, in extent 991 (nine hundred and ninety-one) square metres.

Kritzinger & Co., Attorneys for Plaintiff, 24th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Tel. 418-2264.) (Ref. S. A. Aird.)

Case 1155/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Naphprops CC,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), dated 20 October 1993 in the above-mentioned matter, a sale by public auction will be held by the Sheriff for the Supreme Court, Wynberg, at Atlantis, Andrews Road, Scott Estates, Hout Bay, Cape, on Wednesday, 1 June 1994 at 12:30, to the highest bidder subject to the approval of Plaintiff and the conditions which may be inspected at the office of the Sheriff for the Supreme Court, Wynberg, 110 Maynard Road, Maynard House, Wynberg, and will be read before the sale, of the following property owned by Defendant:

Erf 957, Cape Town, at Hout Bay in the City of Cape Town, Cape Division in extent 1 487 (one thousand four hundred and eighty-seven) square metres.

Kritzinger & Company, Attorneys for Plaintiff, 24th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Tel. 418-2262.) (Ref. S. A. Aird.)

Case 15631/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Plaintiff, and **Rudolf Johannes Koopstadt,** First Defendant, and **Lorraine Koopstadt,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 7 January 1994, the undermentioned property will be sold in execution at the premises on Friday, 10 June 1994 at 11:30:

Erf 320, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 802 (eight nought two) square metres and comprising a building with four bedrooms, lounge, dining-room, three toilets, two bathrooms, laundry, kitchen, an outside building with four rooms and a double garage, and known as 15 Rowena Street, Blackheath.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 25th day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2186/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Mogamat Adiel Albertyn,** Judgment Debtor

The property described hereunder will be sold at 19 Plein Street, Woodstock, on Thursday, 16 June 1994 at 10:30 *viz:* Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 11420, measuring 396 (three hundred and ninety-six) square metres.

Held by the Execution Debtor under Deed of Transfer T46970/90 (dated 8 August 1990) popularly known as 19 Plein Street, Woodstock.

The property consists of semi-detached house with brick walls under corrugated iron roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer, plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1337.)

Case 319/93

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

In the matter between **The Standard Bank of S A Limited,** Plaintiff, and **Anthony Alan Fletcher,** Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 21 March 1994, the following property will be sold at the Magistrate's Court, Stutterheim, on Thursday, 2 June 1994 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 1470, Stutterheim, Municipality and Division of Stutterheim.

In extent: Five hundred and fifty-eight (558) square metres. Held under Deed of Transfer T2484/88 known as 15A Murray Street, Stutterheim.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price on the date of sale and the unpaid balance with interest is to be secured by a satisfactory banker's guarantee to be furnished to the Plaintiff's attorneys within fourteen (14) days of the 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/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Business/industrial type premises approximately three hundred and twenty (320) square metres, in extent under corrugated iron.

Dated at Stutterheim this 22nd day of April 1994.

Wylde Brothers, Plaintiff's Attorneys, 19 Dragoon Street, Stutterheim. (Ref. E. J. Wylde/mc.)

Case 805/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Gerrit Erasmus van Zyl,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Vredendal dated 14 February 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 10 June 1994 at 10:00:

Erf 27, Lutzville, in the Municipality of Lutzville, Division of Vanrhynsdorp, in extent 1 190 (one thousand one hundred and ninety) square metres, street address 6 Malan Street, Lutzville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge/dining-room, kitchen, bar, three bedrooms, bathroom, w.c., shower and w.c., double garage, two servants' rooms with shower and w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 17 Van Riebeeck Avenue, Vredendal.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per 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 Bellville on this the 21st day of April 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7870/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Seeff Property Organisation CC,** Plaintiff, and **Mike Colborne,** Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 22 November 1993, I shall sell in execution by public auction at 9 Marechale Way, Woodbridge Island, Milnerton, on 2 June 1994 at 12:00 and subject to the conditions of sale to be read at the sale, the following property:

Certain property consisting of sections 580 and 590 as shown and more fully described on Sectional Plan SS51/89 in the scheme known as Woodbrige Island in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, Cape Division, together with an undivided share in the common property in the scheme, measuring 81 square metres and 38 square metres respectively, held by Deed of Transfer Certificate of Registered Sectional Title ST51/1989 (580) (Unit) and Certificate of Registered Sectional Title ST51/1989 (590) (Unit), situated at 9 Marechale Way, Woodbridge Island, Milnerton.

The conditions of sale will lie for inspection at my offices.

G. Selikowitz, for Bernadt Vukic Potash & Getz, Plaintiff's Attorneys, Eighth Floor, 14 Long Street, Cape Town, 8001. (Ref. GS/eg/27056.)

Saak 2756/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **M J & S M Paulse,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 25 Maart 1994, om 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Lynette Slot 60, Brentwood Park, Blue Downs, per publieke veiling te koop aangebied op 10 Junie 1994 om 10:45:

Erf 5889, Blue Downs, ook bekend as Lynette Slot 60, Brentwood Park, Blue Downs, afdeling Stellenbosch, groot 248 vierkante meter gehou kragtens Transportakte T73419/93.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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 & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 25 April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EPN366.)

Case 7511/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Jacobus Henry Smith,** and **Maureen Eileen Smith,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Malmesbury, on 7 June 1994 at 10:00:

Erf 4632, Wesfleur, in the Atlantis Residential Local Area, Division Cape.

In extent: 212 square metres.

Also known as: 10 Tulip Street, Protea Park, Atlantis.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, two bedrooms, bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 22nd day of April 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 020386/92

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

In the matter between **Bank of Lisbon International Limited,** Plaintiff, and **Cecilia Dagsvold,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises, 100 Church Street, Parow, Cape, on Wednesday, 1 June 1994 at 13:00, of the following immovable property:

Remainder Erf 5603, Parow, in the Municipality of Parow, Cape Division, measuring 496 square metres, consisting of single dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom and garage.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville.

Herbsteins, 17th Floor, 2 Long Street, Cape Town. (Mr B. Halliday/lb/16420.)

Case 9563/91

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

In the matter between **Mr L. Bartlett,** Plaintiff, and **Mrs Sophia Hendricks (1181),** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 26 November 1991, and subsequent warrant of execution the following property will be sold in execution on 6 June 1994 at 11:00, at the offices of the Magistrate, Goodwood, namely:

Roof—tiles, walls—brick, lounge, kitchen, three bedrooms, bathroom and garage, also known as 11 Rosebank Angus Street, Montana, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Epping Avenue, Elsie's River, 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 of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Wynberg on this the 5th day of May 1994.

Kramer & Kramer, 101 Medical Mews, 46 Church Street, Wynberg; P.O. Box 19, Wynberg, 7824. [Tel. (021) 762-1126.] (Ref. LPK/sc/col/CAM01.)

Case 1228/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **G. E. van Dyk,** First Execution Debtor, and **S. I. van Dyk,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Cracock, on 23 November 1993, and attachment in execution the property listed hereunder will be sold in execution on Monday, 30 May 1994 at 10:00, in front of the Magistrate's Court, Cradock, to the highest bidder and for cash:

Erven 2154 and 2155 Cradock, situated at Van der Stel Street, Michausdal, Cradock.

It is reported that a completed shop is situated on the property although nothing is guaranteed in this respect.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the Sheriff's house at 28 Victoria Street, Cradock, and at the offices of the attorneys Metcalf & Company, 80 Frere Street, Cradock.

Dated at Cradock this 25th day of April 1994.

W. A. T. Schulze, for Metcalf & Company, Plaintiff's Attorneys, 80 Frere Street, Cradock.

Case 3940/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Ronald Stanley Newell,** 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 Erf 386, Lover's Lane, Hawston, on Saturday, 18 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 for the Supreme Court, 9 Balcony Building, Main Road, Hermanus:

Erf 386, Hawston, in the Local Area of Hawston, Division Caledon, in extent 595 square metres and situated at Erf 386, Lover's Lane, Hawston.

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

A 164 square metre main dwelling consisting of an entrance hall, lounge/dining-room, kitchen, four bedrooms, bathroom, water closet with shower, water closet and a 41 square metre outbuilding consisting of two garages and a playroom.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town on this the 2nd day of May 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1149/3172.)

Case 3125/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Sifiso Basil Ngidi,** First Defendant, and **Vuyokazi Muriel Ngidi,** 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 in front of the Mitchells Plain Magistrate's Court, on Monday, 13 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 for the Supreme Court, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein:

Erf 1984, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 510 square metres and situated at 11 Jessica Street, Mandalay.

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

A 83 square metre main dwelling consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom with water closet, water closet and shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town on this the 2nd day of May 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1115/3113.)

Case 41307/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Federated Timbers (Pty) Ltd,** Execution Creditor, and **Dion Bower** and **Estelle Bower,** Execution Debtors

Pursuant to a warrant of execution issued upon a judgment of the above Honourable Court dated 28 January 1994, a public auction sale in execution of the following immovable property will be held at the front entrance of the New Law Courts, North End, Port Elizabeth on Friday, 3 June 1994 at 14:15:

Erf 2073, Lorraine, in the Municipality and Division of Port Elizabeth, in extent 1 145 square metres.

It has been reported that the property has been improved by the erection thereon of a dwelling-house but nothing is guaranteed in this respect.

The material conditions of sale are that the auctioneer's commission and ten per cent (10%) of the purchase price will be payable on the date of sale, that the sale will be voetstoots and that the proceeds of the sale will be sufficient to satisfy the claim(s) of existing mortgage(s). The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth South.

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

Aronson Abrahamowitz & Co., Execution Creditor's Attorneys, Second Floor, Allandor House, 117 Parliament Street, Port Elizabeth. (Ref. Mr Abramowitz.)

Saak 208/94

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Mastertreads (Edms.) Bpk.,** Eiser, en **P. F. Hugo,** handeldrywende as Build-O-Rama, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 12 April 1994, en daaropvolgende lasbrief vir eksekusie die hieringenoemde eiendom op Vrydag, 3 Junie 1994 om 11:00, geregtelik verkoop sal word te Landdroskantoor, Voortrekkerstraat, Ceres:

Erf 1025, bekend as Munnikstraat, Ceres, groot 534 (vyfhonderd vier-en-dertig) vierkante meter, gehou onder Titelakte T64694/89, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Rivierkantstraat 1, Ceres, ter insae lê en behels onder andere die volgende:

1. Een tiende van die koopprys moet in kontant deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die veilingsdatum.

2. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs ter insae en te die Balju van die Landdroshof, Ceres.

Gedateer te Ceres op hede die 19de dag van April 1994.

Rauch - Visser, Prokureurs vir Eiser, Voortrekkerstraat 101, Ceres, 6835. [Tel. (0233) 2-3152.]

Saak 208/94

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Mastertreads (Edms.) Bpk.,** Eiser, en **P. F. Hugo,** handeldrywende as Build-O-Rama, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 12 April 1994, en daaropvolgende lasbrief vir eksekusie die hieringenoemde eiendom op Vrydag, 3 Junie 1994 om 11:00, geregtelik verkoop sal word te Landdroskantoor, Voortrekkerstraat, Ceres:

Erf 4533, bekend as Build-o-Rama, Atlasstraat, Ceres, groot 4 293 (vierduisend tweehonderd drie-en-neëntig) vierkante meter, gehou onder Titelakte T1159/88, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Rivierkantstraat 1, Ceres, ter insae lê en behels onder andere die volgende:

1. Een tiende van die koopprys moet in kontant deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die veilingsdatum .

2. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs ter insae en te die Balju van die Landdroshof, Ceres.

Gedateer te Ceres op hede die 19de dag van April 1994.

Rauch - Visser, Prokureurs vir Eiser, Voortrekkerstraat 101, Ceres, 6835. [Tel. (0233) 2-3152.]

Saak 208/94

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Mastertreads (Edms.) Bpk.**, Eiser, en **P. F. Hugo,** handeldrywende as Build-o-Rama, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 12 April 1994, en daaropvolgende lasbrief vir eksekusie die hieringenoemde eiendom op Vrydag, 3 Junie 1994 om 11:00 geregtelik verkoop sal word te Landdroskantoor, Voortrekkerstraat, Ceres:

Erf 4535, bekend as Fiestawoonstelle, Voortrekkerstraat, Ceres, groot 2 317 (tweeduisend driehonderd-en-sewentien) vierkante meter, gehou onder Titelakte T26792/89 en T89865/93, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Rivierkantstraat 1, Ceres, ter insae lê en behels onder andere die volgende:

1. Een tiende van die koopprys moet in kontant deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die veilingsdatum.

2. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs ter insae en te die Balju van die Landdroshof, Ceres.

Gedateer te Ceres op hede die 19de April 1994.

Rauch - Visser, Prokureurs vir Eiser, Voortrekkerstraat 101, Ceres, 6835. [Tel. (0233) 2-3152.]

Saak 208/94

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Mastertreads (Edms.) Bpk.**, Eiser, en **P. F. Hugo,** handeldrywende as Build-o-Rama, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 12 April 1994, en daaropvolgende lasbrief vir eksekusie die hieringenoemde eiendom op Vrydag, 3 Junie 1994 om 11:00 geregtelik verkoop sal word te Landdroskantoor, Voortrekkerstraat, Ceres:

Erf 4632, bekend as Witzenberglaan, Ceres, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou onder Titelakte T6759/93, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Rivierkantstraat 1, Ceres, ter insae lê en behels onder andere die volgende:

1. Een tiende van die koopprys moet in kontant deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die veilingsdatum.

2. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs ter insae en te die Balju van die Landdroshof, Ceres.

Gedateer te Ceres op hede die 19de dag van April 1994.

Rauch - Visser, Prokureurs vir Eiser, Voortrekkerstraat 101, Ceres, 6835. [Tel. (0233) 2-3152.]

Case 407/94

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

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Judgment Creditor, and **David John Howes,** Judgment Debtor

In pursuance of a judgment granted on 15 February 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 30 May 1994 at 11:00, at 1 Midwood Avenue, Richwood:

Description: Erf 1050, Richmond Park, situated in the Municipality of Milnerton, Cape Division, in extent four hundred and one (401) square metres.

Postal address: 1 Midwood Avenue, Richwood.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and garage, held by Deed of Transfer 54572/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25 (fifteen comma two five per 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 2nd day of May 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow. 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 2739/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Walter David Hurling** and **Rosina Sophia Elena Hurling,** Defendants

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and a writ of execution dated 23 August 1993, the following property will be sold in execution on Tuesday, 7 June 1994 at 10:00, to the highest bidder at Somerset West, Magistrate's Court, Somerset West.

Erf 3002, Macassar in the Local Area of Macassar, Division of Stellenbosch, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T48430/88, also known as 42 Sunset Crescent, Macassar, Cape, which property is said, without warranty as to the correctness thereof, to comprise of a single storey, brick dwelling with three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold voetstoots and as it stands 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 on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer. Such interest is to be calculated at the rate prescribed in terms of the Prescribed Rate of Interest, Act No. 55 of 1975, or at the rate of interest payable by the Judgment Debtor to such individual creditors as at the date of this sale, or, where applicable, calculated in terms of the relevant mortgage bond/s passed by the Judgment Debtor in favour of such creditors, whichever interest is the higher. The full balance plus such interest is to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Somerset West, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrates' Court, Somerset West.

Dated at Cape Town on this 22nd day of April 1994.

Burton & White, Plaintiff's Attorneys, Suite 306, Victoria Whart Offices, Victoria and Alfred Waterfront, Docex 82, Cape Town. (Tel. 419-9310.) (Fax. 21-6759.) (Ref. D. Burton.)

Case 03777/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Knitting World CC,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 22 November 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 26 May 1994 at 10:00:

Certain Erf 8237, Kimberley, situated in the City and District of Kimberley, measuring 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T70/1993 (also known as 10 Goodwin Street, Kimberley).

The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, three bedrooms, two bathrooms and toilet. *Outbuilding:* Garage.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 47927/93

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

In the matter between **Noel Hughes,** Plaintiff, and **Sulayman Hendricks,** Defendant

In pursuance of a judgment of the above Honourable Court dated 23 December 1993, the following property will be sold in execution in front of the Magistrates' Court, Wynberg, on Monday, 6 June 1994 at 10:00, to the highest bidder:

Erf 106263, Cape Town at Landsdowne Municipality, Cape Town, Division Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T39023/1980, situated at 19 Joanne Crescent, Lansdowne.

1. The following improvements are reported but not guaranteed: Dwelling-house with brick walls under asbestos roof, lounge, kitchen, four bedrooms, bathroom, toilet and garage.

2. *Payment:* Deposit of 10% (ten per centum) cash, and the unpaid balance, together with interest thereon against registration of transfer, which amount is to be secured by an approved bank or building society guarantee within fourteen (14) days of the sale.

3. *Conditions of sale:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Claremont this 26th day of April 1994.

Symons, Plaintiff's Attorneys, 14 Melrose Walk, Claremont. (Tel. 61-8669.)

Saak 2562/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **United Bank Beperk** ('n divisie van ABSA Bank Beperk) (Reg. No. 86/04794/06), Eiser, en **K. A. Ericksen,** Eerste Verweerder, en **mev. S. E. Ericksen,** Tweede Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 11 Mei 1993 en 'n lasbrief tot beslaglegging van onroerende goed gedateer 12 Mei 1993, sal ondergemelde eiendom deur die Balju te Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder 'n reserweprys deur die Eksekusieskuldeiser vasgestel voor die Landdroskantoor te Kimberley op 26 Mei 1994 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere Erf 19145, Kimberley, geleë in die stad en distrik Kimberley, beter bekend as Vaalbosstraat 20, Florianville, Kimberley, groot 406 (vier nul ses) vierkante meter.

Informasie: Die volgende informasie word verskaf maar nie gewaarborg nie: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank-, bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kimberley.

Gedateer te Kimberley op hierdie 2de dag van Mei 1994.

Potgieter & Greeff, Prokureurs vir Eiser, Tweede Verdieping, Noordkaapgebou, Georgestraat, Kimberley. (Verw. mnr. Greeff/rk.)

Case 10671/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N B S Bank Ltd,** Plaintiff, and **Eldrea David Thomas,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 17 March 1994, the undermentioned property will be sold in execution at the premises on Thursday, 9 June 1994 at 11:10:

Erf 8806, portion of Erf 8167, Brackenfell, in the Scottsdene Local Area, Administrative District of Stellenbosch, measuring 374 (three seven four) square metres and comprising a building with four bedrooms, lounge, kitchen, dining-room and bathroom, also known as 25 Bloukrans Road, Northpine, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 20th day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 42926/93

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Hendon Peter Robson,** First Execution Debtor, and **Marlene Robson,** Second Execution Debtor

The following property will be sold in execution at the premises, namely 4 Bettina Street, Lansdowne, on Wednesday, 1 June 1994 at 14:00, to the highest bidder:

Certain Erf 62775, Cape Town, at Lansdowne, Municipality of Cape Town, Cape Division, in extent 682 (six hundred and eighty-two) square metres, held by Deed of Transfer T9321/91, also known as 4 Bettina Street, Lansdowne.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Brick walls, tiled roof, three bedrooms, kitchen, lounge, dining-room, bathroom, toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wynberg.

Dated at Cape Town on this 31st day of March 1994.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/ed/2063 51202.)

NATAL

Case 3814/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Nishani Haridass**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 March 1994, the following immovable property will be sold in execution on 27 May 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 229, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 606 (six hundred and six) square metres, situated at 16 Tamboti Grove, Panorama Park, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 19th day of April 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G380.)

Case 34/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Cyvion Nogaqela Zulu**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 25 January 1994, the property listed hereunder will be sold in execution on 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit 4684, Kwandengezi, situated in the Township of Kwandengezi, District of Mpumalanga, in extent five hundred and sixty-nine (569) square metres, postal address: Unit 4684, Kwandengezi Township, Natal.

Town-planning zoning: Residential.

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

A single storey brick and tile dwelling consisting of: Lounge/dining-room, kitchen, three bedrooms, bathroom and w.c., garden walls and steps.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 20th day of April 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/212.)

Case 3395/93

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

In the matter between **First National Bank of S.A. Ltd**, Execution Creditor, and **Sheriffa Bee Moosa**, Execution Debtor

In pursuance of a judgment of the above Court dated 29 September 1993, and a warrant of execution, Subdivision 5 of Lot 1002, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring eight hundred and twenty-one (821) square metres, will be sold in execution on 8 June 1994 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is improved with a residence constructed of brick and plaster consisting of eight rooms with two kitchens, three bathrooms, and three toilets.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the day of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle 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, Newcastle.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorney for Plaintiff, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7234.] [Tel. (03431) 2-6226.]

Case 2634/94

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Philip Abraham Eagle,** First Execution Debtor, **Moothumuniamah Margaret Eagle,** Second Execution Debtor, and **Sean Antony Eagle,** Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17 March 1994, the following immovable property will be sold in execution on 27 May 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 444 (of 440) of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty-four (364) square metres, situated at 14 Spruce Road, Woodlands, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, two bathrooms, kitchen, dining-room and lounge.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 22nd day of April 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G375.)

Case 1129/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Premchund Ramgolam,** Execution Debtor

In pursuance of a judgment granted on 9 March 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 3 June 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being: Lot 3463, Reservoir Hills Extension 15, situated in the City of Durban, Administrative District of Natal, postal address 15 Doyle Close, Reservoir Hills, 4091.

Improvements: Vacant land.

Town-planning zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban on this the 21st 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/U016/028915/Mrs Chelin.)

Case 3486/94

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Jabulani Africa Sokhela,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 8 March 1994, the following immovable property will be sold in execution on 27 May 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 615, Imbali 1, in the Township of Edendale, County Pietermaritzburg, in extent 264 (two hundred and sixty-four) square metres, represented and described on General Plan 69/80, situated at 1126 Mkhuhla Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 19th day of April 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G378.)

Case 3297/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Temba Jackson Jali,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution 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 for cash, without reserve:

Ownership Unit 2178 Unit U, in the Township of Umlazi, District of Umlazi, Natal, in extent 762 (seven hundred and sixty-two) square metres, represented and described on Deed of Grant G004939/90.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2178 Unit U, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 12th day of April 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: GRA/jh/50/K0125/C3.)

Case 150/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of South Africa Limited,** Plaintiff, and **John Robin Chikapa Phiri,** First Defendant, and **Hellen Boshielo Rebecca Phiri,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban North, on 27 May 1994, at 10:00 on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

Subdivision 34 of Lot 223, Durban North, situated in the City of Durban Administrative District of Natal, held by the First and Second Defendants under Deed of Transfer 22486/83, and having street address at 14 Wedgewood Crescent, Umgeni Heights, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned special residential 180;

2.2 the following improvements have been made to the property (the nature and conditions and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single-storey dwelling, with security gates, brick under tile roof, comprising entrance hall, lounge, dining-room, family room, four bedrooms, kitchen, two bathrooms and dressing-room.

2.2.2 Detached outbuildings comprising two garages, servants' quarters, laundry, w.c. and shower.

2.2.3 Swimming-pool.

3. *Terms:*

3.1 The sale is voetstoots and no special terms of exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the depoist of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff Durban North, 15 Milne Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 31st day of March 1994.

B. A. Rist, for John Koch & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK.CSH.F1289.D12.)

Case 1707/94

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

Nedcor Bank Limited **Execution Creditor, and Thulani Aipheus Mkhize,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 15 February 1994, the following immovable property will be sold in execution on 27 May 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 166, Unit J in the Township of Edendale, District of Pietermaritzburg, in extent (587) five hundred and eighty-seven square metres, represented and described on General Plan 261/1987, situated at Site 166 Unit J, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge and garage.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 22nd day of April 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 4002/93

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

In the matter between **Small Business Development Corporation,** Execution Creditor, and **Jac-Denine Distributors CC,** First Execution Creditor, and **Christo Barnard,** Second Execution Creditor

In pursuance of judgment granted in the above Honourable Court and subsequent warrant of execution of 24 September 1993, the immovable property:

Lot 2979, Newcastle (Extension 11), situated in the District of Newcastle, Administrative District of Natal, measuring one comma five seven four seven (1,5747) hectares known as 18 Schonland Street, Newcastle will be sold in execution on 27 May 1994 at 10:00, at the front entrance of 18 Schonland Street, Newcastle.

The property is improved by the erection of a building consisting of corrugated iron shed of approximately 500 m^2 and a block of several offices of approximately 180 m^2.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Newcastle, and are mainly the following:

1. The property will be sold by the Sheriff of Newcastle by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of Section 66 (2) 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 16,25% (sixteen comma two five) per centum interest as from date of sale until date of registration of transfer, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall pay the auctioneers charges on the day of the sale.

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

De Jager Kloppers Steyn Oberholster, Attorneys for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle. (Ref. OS 0134/S.1/GW).

Case 3249/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sex Daniel Msomi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 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 for cash, without reserve:

Ownership Unit N144, in the Township of Umlazi, District of Umlazi, Natal.

The following information relating to the property is furnished but not guaranteed in any way.

1. The property is situated at Ownership Unit N144, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K190.)

Case 3896/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Pat Eric Maluleka,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 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 for cash, without reserve:

Owhership Unit 1815 Unit D, in the Township of Umlazi, District of Umlazi, Natal, in extent of 581 (five hundred and eighty-one) square metres, represented and described on Deed of Grant G003678/92.

The following information relating to the property is furnished but not guaranteed in any way.

1. The property is situated at Ownership Unit 1815 Unit D, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0159/C3.)

Case 5010/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Poobalan Narainsamy,** First Defendant, and **Savitha Narainsamy,** Second 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 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 405, Shastri Park, situated in the City of Durban, Administrative District of Natal, in extent 294 square metres.

Address: 32 Hillpark Close, Shastri Park, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising of two bedrooms, lounge, kitchen, toilet, bathroom and water and lights facilities.

Town-planning zoning: Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011508.)

Case 78132/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Suresh Singh,** First Defendant, and **Shobana Devi Singh,** Second Defendant

In pursuance of a judgment granted on 23 December 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 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 75, Southgate, situated in the City of Durban, Administrative District of Natal, in extent 504 square metres.

Address: 512 Stonebridge Drive, Southgate, Phoenix.

Improvements: Brick under tile dwelling consisting of three bedrooms, kitchen, lounge, toilet and bathroom together, hot and cold water and light facilities.

Town-planning zoning: Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011490.)

Case 8857/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Luke Timothy,** First Defendant, and **Mrs Fiath Timothy,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 4 January 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Sheriff Inanda, District Two, at the front entrance to the Magistrate's Court, Moss Street, Verulam, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 324, Briardale, situated in the City of Durban, Administrative District of Natal, measuring two hundred and one (201) square metres, which property is physically situated at 53 Chardale Crescent, Briardale, Newlands, 4051, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T21555/86.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/shower/toilet and garage.

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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 15th day of March 1994.

Browne, Brodie & Company, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U072/025572/Mrs Chelin.)

Case 2842/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nompumelelo Deovolent Mkhwanazi,** First Defendant, and **Josephine Mkhize,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 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 for cash, without reserve:

Ownership Unit B499, Umlazi, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit B499, Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 21st day of April 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0128/B3.)

Case 3453/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **George Howard Macintyre Clough,** Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court in front of the Himeville Court, Arbuckle Street, Himeville, on Thursday, 2 June 1994 at 11:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

1. The Farm Pudsey 15201, situated in the Administrative District of Natal, in extent 545,8636 hectares.

2. The Remainder of FP 258 No. 9137, situated in the Administrative District of Natal, in extent 334,8814 hectares.

3. Subdivision 1 of Lot FP 378 No. 10703, situated in the Administrative District of Natal, in extent 89,9971 hectares, held by the Defendant under Deed of Transfer T14098/1976.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. Pudsey Farm, Underberg District. Travel along the Bulwer Road for approximately 20 kilometres, take the first Coleford turnoff, carry on for approximately 20 kilometres, take District Road 243, turn left, second gate to the right.

2. House 200 square metres constructed of concrete block under wood and iron roof. Shed 167 metres constructed of cinder block to close in a steel shed structure, farm requisites excluding hay are stored here. Storage outbuildings three of 250 square metres each, these are wattle and daub under thatch huts. Compound for labourers, consists of three huts of 250 square metres each, two are wattle and daub under thatch and the third is concrete block under thatch.

3. The above properties may not be purchased separately.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Arbuckle Street, Himeville. [Tel. (03322) 2217.]

Dated at Pietermaritzburg on this 25th day of April 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ODH/al.)

Case 8564/93

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 **Fanyana Samuel Nxumalo,** First Defendant, and **Lindile Patience Nxumalo,** 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 front entrance to the Magistrate's Court, Chancery Lane, Pinetown, on Friday, 3 June 1994 at 10:00:

Description: Lot 2220, Kloof Extension 11, situated in the Borough of Kloof, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand eight hundred and four (1 804) square metres, held under Deed of Transfer 3493/92.

Physical address: 28 Pine Street, Circle Park, Kloof, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower and toilet.

Outbuildings consist of: Garage and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 5th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6316/slm.)

Case 451/91

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

In the matter between **Datnis Motors Midland (Pty) Ltd,** Plaintiff, and **Mohamed Ismail Tilly,** Defendant

Take notice that in execution of a judgment by the Supreme Court of South Africa (Natal Provincial Division) a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court, at No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermarizburg, on Friday, 3 June 1994 at 08:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

A 25% (twenty-five per cent) undivided interest in the property at, Sub 10 of Lot 141, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 053 square metres, held by the Defendant under T28410/81.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. 503 Old Greytown Road, Pietermaritzburg.

2. Double storey brick building, 10 shops on the ground floor, 4 flats [3 × (two bedrooms, separate bathroom and toilet, kitchen and lounge)], [1 × (bedrooms, separate bathroom and toilet and lounge)] and two store-rooms on the first floor;

3. The above properties may be purchased separately as there are no restrictions contained in the conditions of title or elsewhere prohibiting the properties being sold separately.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on this 3rd day of May 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. OHD/al.)

Case 124/94

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 **Jabulani Simon Nzama,** First Defendant, and **Nomgqibelo Flora Kubhe,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 May 1994 at 10:00:

Description: Section 35 as shown and more fully described on Sectional Plan SS352/85 in the scheme known as Constantia Court in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 50 (fifty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST3367/93.

Physical address: Flat 55 Constantia Court, St George's Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A Batchelor Flat consisting of living-room, bathroom with toilet, kitchen and enclosure, nothing in this regard is guaranteed.

Conditions of sale:

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 efected 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, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 21st day of April 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7219/S. L. Mayes.)

Case 1451/93

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 **Anne Avril Markham,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 May 1994 at 10:00:

Description: Sub 3 of Lot 532 Bellair, situated in the City of Durban, Administrative District of Natal, in extent 2 016 (two thousand and sixteen) square metres, held under Deed of Transfer T27599/92.

Physical address: 7A St Ives Road, Bellair, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A brick under tile dwelling comprising: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. The outbuilding comprise: Garage, servants' quarters, toilet and shower.

Nothing in this regard is guaranteed.

Conditions of sale:

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 used, 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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban ont his 21st day of April 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Druban, 4001. (Ref. J. A. Allan/S.6389/S. L. Mayes.)

Case 7863/93

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 **Johannes Christoffel Nortje,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 27 May 1994 at 10:00:

Description: Remainder of Lot 271, Ashley Extension A, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 455 (one thousand four hundred and fifty-five) square metres, held under Deed of Transfer T8774/91.

Physical address: 7 Russell Street, Ashley, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom with shower, toilet, garage, car-port, servants' quarters, toilet/shower and swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4243/S. L. Mayes.)

Case 9772/93

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 **Mark Nathan Beagle,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution, issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 May 1994 at 10:00:

Description: (a) Section 6, as shown and more fully described on Sectional Plan SS1/1989 in the building or buildings known as "Berri Villa", situated at Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan is 147 (one hundred and forty-seven) 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 Certificate of Registered Sectional Title ST1/1989 (6) (UNIT).

Physical address: 6 Berri Villa, Berriedale Road, Berea, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex consisting of entrance hall, living-room, dining-room, three bedrooms, bathroom with toilet, two toilets and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 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, 21 Stafmayer House, Beach Grove, Durban, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7165/S. L. Mayes.)

Case 460/94

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 **Dawid Visser,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 May 1994 at 10:00:

Description: Subdivision 5 of Lot 417, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 1 113 (one thousand one hundred and thirteen) square metres, held under Deed of Transfer T9592/93.

Physical address: 5 Nikki Place, Hillary, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A brick under tile dwelling comprising entrance hall, lounge, dining-room, family room, study, kitchen, four bedrooms, bathroom with toilet, two toilets and two showers. The outbuildings comprise two garages, toilet and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7249/S. L. Mayes.)

Case 79488/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Themba Herbert Dludla,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 21 February 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, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit K2212, KwaMashu, situated in the Township of KwaMashu, District of Ntuzuma, in extent 311 (three hundred and eleven) square metres, held under Deed of Grant G2220/89.

The immovable property is situated at K2212, KwaMashu. *Zoning:* Special Residential.

Improvements: Brick under tile dwelling comprising of lounge, kitchen, two bedrooms, toilet with bathroom. Nothing is guaranteed. Municipal electricity and water supply. Local authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

The material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. (0322) 33-1037.] (Ref. R. Rajkumar/rc.)

Dated at Durban on this the 20th day of April 1994.

Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4002/94/N57.)

Case 9806/92

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Simangaliso Hendrick Busane,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 18 March 1992, 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, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit F1525, situated in the Township of Ntuzuma, in the County of Victoria, in extent 434 (four hundred and thirty-four) square metres, held under Deed of Grant 4529/534 and described on General Plan PB419/1978.

The immovable property is situated at F1525, Ntuzuma. *Zoning:* Special Residential.

Improvements: Brick under tile dwelling comprising of three bedrooms, bedroom en-suite, lounge with dining-room, kitchen, toilet with bathroom and single garage. Nothing is guaranteed. Municipal electricity and water supply: Local authority. Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. (0322) 33-1037.] (Ref. T. Rajkumar/rc.)

Dated at Durban on this the 20th day of April 1994.

Chapman Dyer Miles & Moorhead Inc., Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4635/94/N79.)

Case 83/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **B. I. Gcumisa,** Defendant

In pursuance of a judgment granted in the above Honourable Court, on 22 February 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E1698, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03928/89.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living room, kitchen and outbuildings, w.c. and shower, in extent 450 (four hundred and fifty) 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 24 May 1994 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceedings 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 the 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 of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 29th day of April 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CFK489.)

Case 164/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. J. Mbele,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 October 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E1687, Ezakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G00040/91.

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 outbuilding, w.c. and shower, in 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 24 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 deemd to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith this 29th day of April 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF365.)

Case 151/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **N. P. Nene,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 29 October 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2149, Ezakheni, in extent 685 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03105/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuilding, w.c. and shower, in extent 685 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 24 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 deemd to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith this 29th day of April 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF357.)

Case 11/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **N. P. Thabede,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 28 March 1990, and a warrant of execution the undermentioned property will be sold in execution on Tuesday, 24 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2745, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G02809/89.

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 outbuilding, w.c. and shower, in extent 438 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 24 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 deemd to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith this 29th day of April 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF063.)

Case 6896/92"B"

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

In the matter between **Natal Building Society Limited,** Plaintiff, and **Neerchand Phunwasi,** First Defendant, and **Sharda Phunwasi,** Second Defendant

In pursuance of a judgment granted on 20 March 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 on 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 7, Avoca Hills, situated in the City of Durban, Administrative District of Natal in extent 730 (seven hundred and thirty) square metres. *Address:* 32 Avoca Hills Drive, Avoca Hills, Durban.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge with dining-room, kitchen, toilet, bathroom and single garage. Water and light facilities.

Town-planning zoning: Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011267.)

Case 3601/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dharmalingum Pillay,** First Defendant, and **Thresa Pillay,** Second Defendant

In pursuance of a judgment granted on 4 February 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1175, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 280 (two hundred and eighty) square metres. *Address:* 7 Furrowpalm Close, Palmview, Phoenix.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Water and light facilities.

Town-planning zoning: Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011506.)

Case 360/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Douglas Gordon Bell N.O.,** Plaintiff, and **Michael Adrian Seebregts,** First Defendant, and **Lannette Yeadon,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 10 March 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 June 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Property description: Lot 882, Durban, situated in the City of Durban, Administrative District of Natal, in extent 1 045 (one thousand and forty-five) square metres.

Improvements: Single storey semi-detached unit of brick construction with corrugated iron roof sheeting consisting of entrance reception area, five offices, ablution with a shower, w.c. and a wash-hand-basin, ablution with a bath, w.c. and wash-hand-basin and kitchen with built-in units.

Single storey semi-detached unit of brick construction with corrugated iron roof sheeting consisting of entrance reception area, six offices, ablution with a shower, w.c. and a wash-hand-basin, ablution with a bath, w.c. and wash-hand-basin and kitchen with built-in units.

Lock-up tandem brick garage with corrugated asbestos roof.

Four brick store-rooms with corrugated asbestos roof with single lock-up garage.

Ablution with wash-hand-basin.

Nine open parking bays, and one shared open parking bay partly situated on 124 Florida Road.

The property is subject to two lease agreements copies of which are available for inspection at the offices of the Plaintiff's attorneys set out below.

Street address: 118/120 Florida Road, Durban.

Town-planning zone: General Residential 2.

Special consents: Office usage.

Notarial deed: The property is subject to a notarial deed of restraint in favour of the City Council of the City of Durban which provides that the property shall not be alienated, leased, mortgages, or otherwise dealt with separate from Lot 883, Durban, being: 124 Florida Road, Durban. The last mentioned property shall be sold in execution at the same time and place under Case 359/94.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society or other guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 15,75% (fifteen comma seven five per centum) per annum on the purchaser price to the Plaintiff calculated one month from the date of sale to date of registration of transfer.

5. The purchaser shall pay the auctioneer's charges on the day of the sale, and when requested thereto by the Execution Creditor's attorney, costs of transfer being transfer duty or Value-Added Tax (whichever is applicable), fees, stamps and the arrear rates and taxes, water and lights accounts and other charges (including Value-Added Tax) necessary to effect transfer. All the above amounts shall be payable by the purchaser as a liability over and above the purchase price.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this day of 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. C. Brennan/15M894006.)

Case 359/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Mark John Carroll N.O.,** Plaintiff, and **124 Florida Road CC,** First Defendant, and **Michael Adrian Seebregts,** Second Defendant, and **Lannette Yeadon,** Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 10 March 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 June 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Property description: Lot 883, Durban, situated in the City of Durban, Administrative District of Natal, in extent 1 045 (one thousand one hundred and forty-five) square metres.

Improvements: Converted dwelling-house of brick construction with corrugated iron roof sheeting, consisting of entrance passage, office with separate ablution inclusive of a shower and w.c. and separate store-room, second office with an adjoining ablution inclusive of a shower, w.c., wash-hand-basin and a bath, four other offices, ablution with w.c. and wash-hand-basin, and kitchen with built-in units.

Single lock-up brick garage with corrugated roof over concrete floor, servants' quarters consisting of two rooms and ablution consisting of shower, toilet and wash-hand-basin. Swimming-pool. Six open bay parkings, together with one shared open bay parking partly situated on 118/120 Florida Road.

Street address: 124 Florida Road, Durban. *Town-planning zoning:* General Residential 2. *Special consents:* Office usage.

Notarial deed: The property is subject to a notarial deed of restraint in favour of the City Council of the City of Durban which provides that the property shall not be alienated, leased, mortgage, or otherwise dealt with separate from Lot 882, Durban, being 118/120 Florida Road, Durban. The lastmentioned property shall be sold in execution at the same time and place under Case 360/94.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society or other guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 15,75% (fifteen comma seven five per centum) per annum on the purchaser price to the Plaintiff calculated one month from the date of sale to date of registration of transfer.

5. The purchaser shall pay the auctioneer's charges on the day of sale and, when requested thereto by the Execution Creditor's attorneys, costs of transfer being transfer duty or Value-Added Tax (whichever is applicable), fees, stamps and the arrear rates and taxes, water and light accounts and other charges (including Value-Added Tax) necessary to effect transfer. All the above amounts shall be payable by the purchaser as a liability over and above the purchase price.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this the day of 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. C. Brennan/15M894007.)

Case 152/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Joy Barbara Geyser,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 11 April 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, 27 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 Number 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 4 of Lot 2797, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, which property is physically situated at 9 Wall Lane, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13616/1974.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a detached dwelling consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, study, two bathrooms and toilets. There are outbuildings consisting of staffroom, store-room, toilet and two garages.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 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 centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this the 4th day of May 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 98/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedbank,** a division of Nedcor Bank Limited, Plaintiff, and **Brian Peter van den Brink,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 16 February 1994, the following immovable property will be sold in execution on 27 May 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 2 of the farm Corner 11328, Umzumbe, situated in the Township of Umzumbe, and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 2,0234 (two comma nought two three four) hectares.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Subdivision 2 of The Farmer Corner 11328, Umzumbe.

Upon the property is single-storey house under asbestos and consisting of three bedrooms, full bathroom, kitchen, lounge, dining-room, study, two garages, entrance hall, shower and toilet, separate toilet, wash-up laundry. *Outbuildings:* Water tower and a number of chicken runs. The smallholding is run as a chicken farm and planted with 1 000 (one thousand) banana trees.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Magistrate's Court, Port Shepstone, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Shepstone on this the 2nd day of May 1994.

Mortinson, Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. [Tel. (0391) 82-6320.] (Ref. PHGS/ra/N9.)

Case 84265/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Philip Jacob Kritzinger,** Execution Debtor

In pursuance of a judgment granted on 25 January 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 9 June 1994 at 14:00, in front of the Magistrate's Court-house, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 30 as shown and more fully described on Sectional Plan SS453/85, in the building or buildings known as Roberne Court situated at Durban of which the floor area, according to the said sectional plan, is 42 (forty-two) square metres in extent;

(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.

Postal address: 52 Roberne Court, 79 West Street, Durban.

Improvements: Batchelor flat consisting of entrance hall, lounge, kitchen, bathroom and toilet.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 28th 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/U016/027820/Mrs Chetty.)

Case 11446/94

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited, Plaintiff, and **Reggie Rajaligam Pillay,** Defendant

In pursuance of a judgment granted on 18 March 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 3 June 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

Description: Lot 267, Sunford, situated in the City of Durban, Administrative District of Natal, in extent 197 square metres.

Postal address: 69 Billford Road, Sunford, Phoenix.

Improvements: Block under tile flat comprising:

Upstairs: Three bedrooms, toilet and bathroom together.

Downstairs: Kitchen, toilet and lounge, water and lights facilities.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 25th day of April 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 10087/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Gwera John Majola,** Defendant

In pursuance of a judgment granted on 24 November 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 3 June 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 167, in extent 354 square metres, situated in the Township of Ohlange, represented and described on General Plan 2271/1987, held by virtue of Deed of Grant 11297.

Physical address: Ownership Unit 167, Ohlange.

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 electricity, 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 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 4th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09287/MM.)

Case 50995/92

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

In the matter between **Moonsamy Naidu,** Plaintiff, and **Kasarilall** (Bridge), Defendant

Kindly take notice that in pursuance of judgment of the afore-mentioned Court and by virtue of a writ of execution issued thereon the immovable property described hereunder will be sold by public auction to the highest bidder to take place on Friday, 10 June 1994 at 10:00, or so soon thereafter at the front entrance of the Magistrate's Court Building, Justice Lane, Glencoe:

Property description: Lot 1932 (Extension 11), Glencoe, situate in the City Glencoe and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent four thousand five hundred and forty-nine (4 549) square metres. *Postal address:* 18 Biggar Street, Glencoe. *Zoning* (the accuracy hereof is not guaranteed): Special residential.

The full conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, 29 De Beer Street, Glencoe, and at the offices of Plaintiff's given below and interested persons are advised to become fully acquianted therewith and with the property before the sale.

The successful bidder is required to pay a deposit of 10% (ten per centum) of the selling price plus the Sheriff's charges being 5% (five per centum) of the first R20 000 of the selling price and 8% (eight per centum) on the balance with a maximum of R6 000 in cash or bank-guarantee on conclusion of the bidding.

Dated at Durban on this 4th day of May 1994.

Anand-Nepaul, Execution Creditor's Attorneys, 75 Stamford Hill Road, Durban. (Tel. 309-4198/9.) (Fax. 309-3714.) (Docex: 185 DBN.) (Ref. AB: N568: AS.)

Case 5262/92

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 **Roshan Teeruth,** First Defendant, and **Shanoo Devi Teeruth,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 3 June 1994 at 10:00:

Description: Subdivision 92 of the farm Neff 14841, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty-seven (937) square metres, held under Deed of Transfer T29216/88. *Physical address:* 46 Mogul Crescent, Effingham Heights, Durban, Natal.

Zoning: Special residential.

The property consists of the following:

Single storey plaster walls under tile roof house comprising three bedrooms, one en-suite with basin/shower and toilet, bathroom—bath/basin/toilet—lino floor, lounge—carpeted, dining-room—carpeted, kitchen—lino floor—no fitted cupboards. *The outbuildings comprise:* Garage—separate. There are no servants' quarters.

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 attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 2nd day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 5865/S. L. Mayes.)

Case 466/94

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 **Bernard John Pavitt,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 3 June 1994 at 10:00:

Description:

(i) Lot 2986, Reservoir Hills (Extension 11), situated in the City of Durban, Administrative District of Natal, in extent one comma nought one two-four (1,0124) hectares, held under Deed of Transfer T642/92; and

Physical address: 82 Nugget Road, Reservoir Hills, Durban, Natal.

(ii) Lot 2980, Reservoir Hills (Extension 11), situated in the City of Durban, Administrative District of Natal, in extent three thousand two-hundred and eight (3 208) square metres, held under Deed of Transfer T643/92. *Physical address:* 75 Nugget Road, Reservoir Hills, Durban, Natal. *Zoning:* General residential. *The property consists of the following:* Vacant land. 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 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, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 2nd day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7246/S. L. Mayes.)

Case 7727/93

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 **Barvale Investments (Proprietary) Limited,** First Defendant, and **Delcasse Immel Botha,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 3 June 1994 at 10:00:

Description: Section 2, as shown and more fully described on Sectional Plan SS422/92 in the scheme known as 2 Queens Avenue, in respect of the land and buildings or buildings situated at Westville, in the Local Authority Area of Westville, of which section the floor area according to the said sectional plan is 136 (one hundred and thirty-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST 17988/92;

An exclusive use are described as Garden Area GA2, measuring 72 (seventy-two) square metres being as such part of the common property, comprising the land and the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, as shown and more fully described on Sectional Plan SS422/92 held by Notarial Deed of Cession SK2597/92. *Physical address:* Section 2, 2 Queens Avenue, Westville, Natal. *Zoning:* Special residential.

The property consists of the following: Brick under tile dwelling comprising entrance hall, lounge, dining-room, two bedrooms, two bathrooms, two toilets and kitchen. *Outbuildings:* Garage.

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 attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 2nd day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 6988/S. L. Mayes.)

Case 4711/92

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 **Ramesh Singh,** First Defendant, and **Lanmathie Singh,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 3 June 1994 at 10:00:

Description: Subdivision 204 of 6 of Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighty-five (485) square metres, held under Deed of Transfer T11217/1981.

Physical address: 72 Jain Road, Effingham Heights, Durban, Natal. *Zoning:* Special residential.

The property consists of the following: Double storey brick walls under tile roof house comprising: *Upstairs:* Three bedrooms, one en-suite with jacussi, shower and air-conditioning, prayer room, toilet/bathroom with tub—fully fitted, kitchen with eye level oven and hob—floors and walls tiled, lounge/dining-room combined—carpeted, attic. *Downstairs:* Lounge—brick tiled floor, sauna room, toilet/bathroom with tub—fully tiled, kitchen, one and a half rooms, toilet and shower, single garage, and swimming-pool. The property is fenced along the front only.

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 attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 21st day of April 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 5608/S. L. Mayes.)

Case 26906/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Rajesh Devchand,** First Execution Debtor, and **Shoba Devchand,** Second Execution Debtor

In pursuance of a judgment granted on 16 June 1993, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 26 May 1994 at 14:00, in front of the Court-house, Durban:

Description: A unit consisting of:

(a) Section 11, as shown and more fully described on Sectional Plan SS 348/1985, in the scheme known as Marine View in respect of the land and building or buildings situated at Durban, City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan, is thirty-six (36) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST 17938/92.

Street address: Flat 11, Marine View, 2 Brews Road, North Beach, Durban. *Improvements:* A bachelor flat consisting of toilet/bathroom and kitchen (flat carpeted). *Zoning:* Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eight per centum) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer, duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 26th day of April 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 14970/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank,** Eksekusieskuldeiser, en **Z. P. Motlomelo,** 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 Saterdag, 4 Junie 1994 om 09:00, voor die Balju se stoor, Civiclaan 45, Virginia:

Erf 908 (uitbreiding 1) Meloding, distrik Ventersburg.

Groot: 280 (tweehonderd en tagtig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, eetkamer, kombuis, badkamer en twee slaapkamers.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 18,5% (agtien komma 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 21ste dag van April 1994.

J. Fourie, vir Van Rooyen Mostert Fourie, Prokureurs vir Eksekusieskuldeiser, Heeren II-gebou, Heerenstraat; Posbus 4, Welkom, 9460.

Case 13812/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **John Spiro Constantaras,** First Defendant, and **Anna Sophia Elizabeth Constantaras,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), dated 24 August 1993 and subsequent notice of attachment, dated 12 October 1993, the undermentioned property will be sold by the Sheriff of the Supreme Court on 3 June 1994, to the highest bidder without reserve at the Magistrate's Office, Sasolburg at 10:00 and which conditions will be read by him before the sale of the following property owned by the Second Defendant:

Erf 1459, situated in the Township of Deneysville, District Heilbron.

Measuring: 1 819 square metres.

Held by the Second Defendant by virtue of Deed of Transfer T10351/81.

The above property is a vacant erf.

Conditions:

1. The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price immediately upon the signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

2. The Plaintiff will consider favourable granting an approved purchaser a loan up to 90% (ninety per centum) of the purchase price of the property and arrangements should be made within the Plaintiff before the sale.

3. The full conditions of the sale may be inspected at the office of the Sheriff of the Supreme Court during office hours and will be read out before the property is put up for sale.

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

R. T. M. Rein, for Solomon Nicolson Rein & Verster Inc., Attorney for Plaintiff, Sixth Floor, N.B.S. Building, 259 Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (R.T.M. Rein/VAA.)

Saak 1384/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Joyce Irene Alberts,** Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith, gedateer 20 Januarie 1994, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 27 Mei 1994 om 10:00, voor die Landdroskantoor, Southheystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Frank Moore, Southestraat, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere: Erf 395, geleë in die dorp en distrik van Harrismith (bekend as Stuartstraat 95, Harrismith).

Groot: 3 396 (drieduisend driehonderd ses-en-negentig) vierkante meter.

Gehou: Kragtens Akte van Transport T13770/92.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, kombuis, twee badkamers, houtvloer en matte, geen buitegeboue, swembad en omheining.

Terme: Tien persent (10%) van die verkoopprys en 5% (vyf persent) afslaersgelde op die eerste R15 000 en 2,5% (twee komma vyf persent) daarna in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word.

Geteken te Harrismith op hede die 19de dag van April 1994.

C. Coetzee, vir Coetzee-Gericke, Prokureur vir die Eiser, Heranohof 4, Stuartstraat 54; Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/cve S372/93.)

Case 3286/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Tefo Piet Seloko,** trading as S S Plumbers, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Tulbach Street Entrance of the Magistrate's Court, Welkom, on Friday, 27 May 1994 at 11:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Welkom, 100 Constantia Street, Welkom, prior to the sale:

Site 8128, situated in the Township of Thabong, District of Welkom, measuring 539 (five hundred and thirty-nine) square metres, as indicated on General Plan L563/1983, held by Certificate of Right of Leasehold L596/1985, subject to certain conditions as referred to in the said certificate of right of leasehold.

Consisting of: Three bedrooms, kitchen, store-room, two office and three toilets.

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.

Advertiser: D. A. Honiball (NA0982), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Case 950/94

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

In the matter between **Saambou Bank,** Plaintiff, and **Piet Matseliso Seseane,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 March 1994 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder at 11:00 on 10 June 1994 at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Erf 18417, Thabong, District of Welkom, measuring 220 (two hundred and twenty) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL3496/1989, known as 18417 Thabong.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of the Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 2nd day of May 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaff Street, Welkom, 9459. (Ref. M. C. Louw/LVR/SBL4124.

Saak 19360/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bennett Mokwena,** Eiser, en **Elias Mofokeng,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op Vrydag, 3 Junie 1994 om 10:00:

Sekere reg, titel en belang van Erf 3824, Rocklands, geleë in die distrik Bloemfontein.

Die woonhuis met buitegeboue geleë te 3824 Modisenyane, Rocklands, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein, op hierdie 26ste dag van April 1994.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 11115/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemspruit Vensters,** Eiser, en **Willie Botha,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op Vrydag, 3 Junie 1994 om 10:00:

Sekere Shannon Valley Nedersetting 31, geleë in die munisipale gebied Bloemfontein, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens T8670/89.

Die woonhuis met buitegebou is geleë te Ricelaan 31, Shannon, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 2de dag van Mei 1994.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Case 4046/93

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 **Jacob Frederick Rossouw,** First Defendant, and **Johanna Margaretha Dorothea Rossouw,** 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, 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1031, Sasolburg Township, District of Parys, measuring 1 031 m^2, held by the Defendants under Deed of Transfer T9433/1991, being 6 Hans van Rensburg 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, store-room, and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76483/FCLS/Mr Brewer/djl.)

Saak 2874/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Khayalethu Home Loans,** Eiser, en **Hlahlobo Martin Tumane,** Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 3 November 1993, sal die volgende eiendom per publieke veiling vir kontant op 10 Junie 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 888, Bohlokong-uitbreiding 1, groot 286 vierkante meter, gehou kragtens Eerste Verbandakte BL13156/1991, geleë te distrik Bethlehem, gehou kragtens Eerste Verbandakte BL13156/1991.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 26ste dag van April 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 3266/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Khayalethu Home Loans,** Eiser, en **Thabiso Sam Sithole,** Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 7 Januarie 1994, sal die volgende eiendom per publieke veiling vir kontant op 10 Junie 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 991, Bohlokong-uitbreiding 1, groot 275 vierkante meter, geleë te distrik Bethlehem, gehou kragtens Akte van Verband BL13329/1992.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 26ste dag van April 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 3432/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Khayalethu Home Loans,** Eiser, en **L. P. Moloi,** Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem en kragtens 'n lasbrief tot uitwinning gedateer 31 Januarie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 10 Junie 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieër verkoop word, naamlik:

Sekere: Erf 921, Uitbreiding 1, Bohlokong.

Groot: 275 vierkante meter.

Geleë: Distrik Bethlehem.

Gehou: Kragtens Verbandakte BL 2700/1992.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die eiser sal behartig, gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 26ste dag van April 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 3431/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Khayalethu Home Loans,** Eiser, en **Mohale Gaswell Moloi,** Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem en kragtens 'n lasbrief tot uitwinning gedateer 22 Maart 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 10 Junie 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieër verkoop word, naamlik:

Sekere: Erf 600, Uitbreiding 1, Bohlokong.

Groot: 264 vierkante meter.

Geleë: Distrik Bethlehem.

Gehou: Kragtens Akte van Verband BL2708/89.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die eiser sal behartig, gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 25ste dag van April 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 4970/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Tumediso Carolose Lesole,** Eerste Verweerder, en **Basiame Dora Lesole,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein en kragtens 'n lasbrief gedateer 8 April 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 3 Junie 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Al die reg, titel en belang in en op Perseel 11500, geleë in die dorp Mangaung, distrik Bloemfontein.

Groot: 281 vierkante meter.

Gehou: Kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1836/87.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, badkamer, stort, twee toilette, sitkamer, kombuis, TV-kamer en motorhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar bereken vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Mnre. Symington & De Kok, Tweede, Derde en Vierde Verdieping, N.B.S.-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op die 22ste dag van April 1994.

Pac Jacobs, Prokureur vir Eiser, Symington & De Kok, NBS-gebou, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

TRAKMAN'S AUCTION SALES

Instructed thereto by the Trustee of insolvent estate **L. de Klerk, Master's Reference T2118/93,** we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 24 May 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. [Phone. (011) 614-7135.]

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING: J. M. WESSELS SE PRAG OOS-TRANSVAALSE WEIDINGSPLAAS, DISTRIK LYDENBURG

In opdrag van B. B. Nel N.O. in sy hoedanigheid as lid van Black Stream Property Holdings BK, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 23 Mei 1994 om 11:00:

Plek van veiling: Die plaas Naauwpoort, distrik Lydenburg.

Ligging: Vanaf Lydenburg ry in 'n westelike rigting op die Roossenekalpad vir 22 km, draai regs op die Sekukunipad, ry 18 km, plaas aan regterkant. (Sien rigtingwysers).

Beskrywing van eiendom: Resterende gedeelte van Gedeelte 19, van die plaas Naauwpoort 11, distrik Lydenburg, Registrasieafdeling JT, Transvaal, groot 867,8277 hektaar.

Verbeterings: Hierdie weidingsplaas is verdeel in vyf kampe waarvan slegs twee suipings uit fonteine het. Verder is daar 'n kraal met drukgang.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek, en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Martin by (012) 332-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks. (012) 322-9263.]

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **E. L. Sutton,** sal die ondervermelde eiendom aangebied word op 21 Mei 1994 om 11:00, te die ondervermelde eiendom.

Eiendom: Gedeelte 129, van die plaas Zandfontein, distrik Brits, groot 35,5589 hektaar.

Verbeterings: Mangoboord van ongeveer 5 000 bome, groot grasdakwoonhuis, fabrieksgebou, vier groot store, 11 bediendekamers en toegeruste boorgat en drie ander boorgate.

Afslaersnota: Die plaas is geleë aan die ou Rustenburgpad vanaf Hartbeespoortdam en is geleë ongeveer vyf kilometer vanaf Damdoryn-kruising. Volg rigtingwysers op dag van veiling.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskap-waarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN ENKELWOONSTEL, HERMANN TUINE 201, VOSSTRAAT 59, SUNNYSIDE, PRETORIA, OP 25 MEI 1994 OM 10:30, OP DIE PERSEEL, WOONSTEL 201, SKEMA SS83/86, HERMANN TUINE, EENHEID 7

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **F. P. Cornelius, Meestersverwysing T4396/93,** verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Kombuis met stoof, badkamer, slaap- en leefarea ineen, ingeboude kaste en volvloermatte. Woonstel = 42 m^2, geen parkering, heffing = R168,93 per maand.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Goeie belegging, naby alle fasiliteite.

Besigtiging: By die woonstel per afspraak met die opsigter, mev. Toerien, Tel. No. (012) 343-2826 of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

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.

CONNIE J. VAN DER MERWE & CO. AUCTIONS, AUCTIONEERS AND STOCK LIQUIDATORS

PUBLIC AUCTION OF INSOLVENT ESTATE CONSISTING OF GAME MACHINES, FURNITURE, VACANT ERF AND FORD CORTINA BAKKIE, ON WEDNESDAY, 18 MAY 1994 AT 09:00, AT CONNIE J. VAN DER MERWE & CO., 23 LEASK STREET, KLERKSDORP

Duly instructed thereto by the Trustee in the insolvent estates **C. M. van Niekerk, Master's Reference T4481/93,** and **C. L.** and **S. Steyn, Master's Reference T4477/93,** we will sell the following by public auction:

1. *Fixed property:* Certain Erf 392, situated in the Township of Hartebeesfontein Extension 9, Registration Division IP, Transvaal, better known as 3 Azalia Street, Hartebeesfontein, measuring 1 789 square metres.

2. *Furniture, office furniture, etc.:* JVC colour TV, Technics hi-fi, Sharp microwave oven, lounge suite, chest of drawers, desks, filing cabinet, cast iron garden set, organ and variety of clothing.

3. *Equipment:* Pool tables, game machines and trollies.

4. *Motor vehicle:* 1982 Ford Cortina 1600 bakkie.

Auctioneer's note:

1. Conditions of sale can be perused at the office of the auctioneer.

2. Viewing one day prior to the auction.

3. Terms strictly cash or bank-guaranteed cheques.

4. Contact the auctioneer for further details.

Connie J. van der Merwe & Co. Auctions, Auctioneers and Stock Liquidators, Box 391, 23 Leask Street, Klerksdorp. [Tel. (081) 462-4133] or (018) 462-4347.

PHIL MINNAAR BK AFSLAERS

BESTORWE BOEDELVEILING VAN EEN EN 'N HALF SLAAPKAMERWOONSTEL TE MUCKLENEUK, PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel **F. M. Kruger, Boedelnommer 1571/94,** verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 24 Mei 1994 om 10:00:

Plek van veiling: Woonstel 21, Welgelegen II, Bourkestraat 190, Muckleneuk.

Beskrywing van eiendom: Eenheid 21, Welgelegen II, Bourkestraat 190, Muckleneuk, groot 77 m^2, Registrasieafdeling JR, Transvaal.

Bestaan uit: Ingangsportaal, sitkamer, kombuis, een en 'n half slaapkamer en badkamer.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Besigtiging en verdere navrae: Skakel vir Martin Pretorius vir afspraak (012) 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: P. J. EN A. A. LOTTERING, MEESTERSVERWYSING No. T4520/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 16 Mei 1994 om 11:00, Erf 141, Drie-Riviere, Vereeniging, Registrasieafdeling IR, Transvaal.

Voorwaardes: 20% (twintig persent) van die verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Plus Afslaers. [Tel. (011) 475-5133.]

AUCOR (PTY) LTD

HOT FORGING BOLT COMPANY (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T347/94

BOLT MANUFACTURING PLANT MACHINE TOOLS, LATHES, CRANES, FORKLIFTS, TRUCKS, ETC

Duly instructed thereto by the Provisional Liquidator, we will supplement and sell the above without reserve at 34 Arnold Street, Alrode, Alberton, on Tuesday, 17 May 1994 at 10:30.

For further details, please contact the auctioneers.

View: Day prior to the sale.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque), on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.] S.A.I.A.

AUCOR (PTY) LTD

BRAKPAN THREE-BEDROOMED RESIDENCE, ANZAK EXTENSION 1, BRAKPAN

INSOLVENT ESTATE H. W. VORSTER, MASTER'S REFERENCE No. T2399/93, ON THE SPOT 7 OLGA MITCHELL STREET, ANZAK EXTENSION 1, ON FRIDAY 20 MAY 1994 AT 10:30

Duly instructed by the Trustee, we are privileged to sell by public auction Erf 74, Anzak Extension 1, measuring in extent 808 square metres.

The residence consists of three bedrooms, large lounge with fireplace, dining-room, fitted kitchen with eye-level oven and hob, outbuildings including a single garage and small garden with paved driveway.

For further details please contact the auctioneers.

View: Day prior to auction or by appointment with the auctioneer.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 (thirty) days of confirmation. All bids are exclusive of VAT. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

Note: No cash will be accepted at the auction site, but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.]

AUCOR (PTY) LTD

DE BEERS TRUCK & PLANT HIRE CC, IN LIQUIDATION, MASTER OF THE SUPREME COURT REFERENCE NUMBER T394/94

Portascreen, 18 End tip trailers, building plant, Mercedes Benz and other mechanical horses, buses, Mercedes Benz and man tippers, TLB's and front end loaders, forklifts etc.

On Thursday, 19 May 1994 at 10:30, at 29 North Reef Road, Elandsfontein, Germiston.

View: Wednesday, 18 May 1994.

Terms: R2 000 (two thousand rand) refundable deposit. The balance to be paid on the day of the sale. Buyers being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but may be paid in at the nearest First National Bank.

The above is subject to change without prior notice.

For further details please contact the auctioneers.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. (Tel. 444-5550.) (Fax. 444-5551.)

MANNIE AUCTIONEERING COMPANY

DEOMAX (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE No. T2169/93

Duly instructed by the Liquidator in the above matter, we will sell by public auction on the spot, 446 Kariega Street (corner of Heskwas Street), Eramuskloof Extension 3, Pretoria, on Friday, 20 May 1994 at 10:30, the following:

1 299 square metre stand with partly built duet, Erasmuskloof Extension 3, Pretoria.

Certain Erf 369, situated at 446/8 Kariega Street (corner of Heskwas Street), Erasmuskloof Extension 3, Pretoria, measuring approximately 1 299 square metres upon which is a partly built face brick duet.

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.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street, corner of Pritchard Street; P.O. Box 9211, Johannesburg, 2000. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE A. J. SCOTT, MASTER'S REFERENCE No. T137/94

Duly instructed by the Provisional Trustee in the above matter, we will sell by public auction on the spot, Plot 21, Devon/Nigel Road, Holgatfontein, District of Nigel, on Monday, 23 May 1994 at 10:30, the following:

3,7829 hectare small holding with three-bedroomed residence, Holgatfontein, District of Nigel.

Certain Portion 90 (a portion of Portion 9), of the farm Holgatfontein 326, Registration Division IR, Transvaal, District of Nigel, situated Devon/Nigel Road, Holgatfontein, District of Nigel, measuring approximately 3,7829 hectares, upon which is erected a residence built of plastered brick under a corrugated iron roof, comprising entrance-hall, enormous lounge, dining-room with pine ceiling, open plan kitchen, three bedrooms (two with bathrooms en suite), laundry, four garages, maids room, zozo hut, seven kennels, staff quarters, borehole, Escom power and electrified fence around main residence.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Mondays, Wednesdays and Fridays, from 10:30 to 15:00.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street, corner of Pritchard Street; P.O. Box 9211, Johannesburg, 2000. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

PROPERTY MART LOGO

INSOLVENSIE: VISSERSHOEK KLEINHOEWE, PRETORIA-NOORD

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **J. H. B. Fourie, Meestersverwysing T4399/93,** verkoop ons onderhewig aan 14 dae bekragtiging:

Gedeelte 54, van die plaas Vissershoek 435, Registrasieafdeling JQ, groot 8,5716 hektaar.

Die verbeterings bestaan uit 'n enkelwoonhuis met kombuis met ingeboude kaste en aparte opwasgedeelte, eetkamer, sitkamer, drie slaapkamers en twee badkamers (hoof en suite). Daar is twee toegeruste boorgate en 350 lemoenbome. Die eiendom is verder verbeter met 'n dubbelmotorhuis en staalstore.

Rigtingaanwysings: Neem Pretoria-Noord-/Britspad (R513) en draai regs by De Wildt afdraai en weer regs by die eerste teerpad (skoolpad). Eerste perseel aan linkerkant regoor skool.

Veiling vind plaas op die perseel, op 18 Mei 1994 om 11:00.

Terme: 15% (vyftien persent) deposito op die val van die hammer in kontant of bankgewaarborgde tjek. Balans binne 30 dae by wyse van goedgekeurde bank- of bougenootskapwaarborg.

Afslaers: Property Mart (gestig 1963). [Tel. (011) 728-1283.] [Faks. (011) 728-5215.] [Aand. (011) 793-6164.] Mnr. C. Mostert.

PWV AFSLAERS

INSOLVENTE BOEDELVEILING: BOSVELDPLAAS TE HARTBEESFONTEIN

Namens die Kurator van insolvente boedel **Jan Frederik Peens, T3212/93,** verkoop ons Gedeelte 26 van Plaas 240, Hartbeesfontein, Registrasieafdeling JR, Transvaal, op 18 Mei 1994 om 10:00.

Groot: 21,4133 hektaar.

Verbeterings: Bykans voltooide ruim woonhuis met sit-/eetkamer, vier slaapkamers, kombuis, twee badkamers, studeer-kamer, patio en dubbelmotorhuis. Drie boorgate, skuur en verskeie kampe.

Navrae en padaanwysings: Mnr. Jordaan, PWV Afslaers BK. [Tel. (012) 21-5636.]

PWV Afslaers BK, Posbus 6200, Pretoia. [Tel. (012) 21-5780.]

PWV AFSLAERS BK

ONGERESERVEERDE VEILING VAN DRIE PLOTTE TE POTCHEFSTROOM

In opdrag van die Kurators in verskeie insolvente boedels, verkoop ons die volgende gesamentlik en afsonderlik:

1. Sekere Hoewe 3, van die Hoewe Wilgeboom, Registrasieafdeling IQ, groot 2,5696 hektaar.

2. Sekere Hoewe 13, van die Hoewe Wilgeboom, Registrasieafdeling IQ, groot 2,5696 hektaar.

3. Sekere Hoewe 14, van die Hoewe Wilgeboom, Registrasieafdeling IQ, groot 4,1328 hektaar, met die volgende verbeteringe daarop:

Woonhuis bestaande uit sitkamer, eetkamer, familiekamer, ingangsportaal, groot kombuis, opwaskamer, spens, studeer-kamer, drie slaapkamers (hoofslaapkamer), sauna en badkamer met aparte toilet.

Buitegeboue bestaande uit eenslaapkamerwoonstel met kombuis en badkamer. Twee kantore met stoorkamers en afdakke vir twee motors. Dubbeltoesluitmotorhuis, waskamer, bediendekamer met toilet. Twee arbeidershuise met toilet, drie boorgate, sementdam met besproeiingspomp. Plot totaal onder besproeiing. Twee store. Skaapkrale vir ongeveer 100 skape en vier varkhokke.

Los bates: Voertuie: Twee Hi-Lux Ford en Mazda bakkies, Sea Dog diepsee boot (geen motors).

Verskeie bouware en gereedskap.

Ander: Grassnyers, elektriese motors en nog baie meer.

Verskeie kantoor en huishoudelike meubels.

Twee handwapens: 44 en 357 Magnum.

Besigtiging: Dag voor die veiling 08:00 tot 16:30.

Datum: 27 Mei 1994 om 10:00, op die perseel.

Rigtingaanwysings: By die golfbaan, neem die Viljoenskroonpad (Mooirivierrylaan). Volg ons borde.

Skakel gerus vir meer inligting!

PWV Afslaers BK, Posbus 6200, Pretoria. [Tel. (012) 21-5780.]

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING MET STUDEERKAMER, ASOOK SWEMBAD TE CLUBVIEW, VERWOERDBURG

In opdrag van die Kurator in die insolvente boedel **P. J. C. Zeelie, Meestersverwysing T293/94,** verkoop ons ondergenoemde eiendom per openbare veiling op Donderdag, 26 Mei 1994 om 13:00:

Plek van veiling: Brichstraat 3, Clubview-uitbreiding 2, Verwoerdburg.

Beskrywing van eiendom: Erf 462, Clubview-uitbreiding 2, ook bekend as Birchstraat 3, Clubview-uitbreiding 2, Verwoerdburg, Registrasieafdeling JR, Transvaal, groot 1 428 m^2.

Verbeteringe: Staan sinkdak, ingangsportaal, sit- en eetkamer, drie slaapkamers, studeerkamer, badkamer met aparte stort, kombuis, volvloermatte en teëls, motorhuis met afdak, bediendekamer met toilet, swembad, ommuur, plaveisel, diefwering en gevestigde tuin.

Besigtiging: Daagliks tussen 07:00 en 18:00.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Verdere 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.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: TWO-BEDROOMED HOME, 900 SQUARE METRES STAND, WALLED ON ALL SIDES, THE ORCHARDS

Duly instructed by the Trustees in the insolvent estate **J. H. Barnard, Master's Reference No. T447/93,** we will sell Thursday, 19 May 1994 at 11:00, on site, Stand 1789, The Orchards, also known as 11 Protea Avenue, The Orchards.

Two bedrooms, lounge/dining-room, bathroom, kitchen and outside toilet.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheque only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: 500 SQUARE METRES THREE-BEDROOMED HOME, ELANDSPOORT

Duly instructed by the Trustees in the insolvent estate **S. J. Nelson, Master's Reference No. T3838/92,** we will sell Wednesday, 18 May 1994 at 11:00, on site, Portion 1 of Stand 3306, Elanspoort, also known as 210B Reichman Avenue, Elandspoort.

Comprising open plan kitchen onto lounge/dining-room, bathroom, enclosed courtyard and stand is walled on all sides.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheque only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, BRAKPAN NORTH, JOHANNESBURG

Duly instructed by the Trustee in the insolvent estate **J. M. Krienke, Master's Reference No. T4165/93,** we will sell Wednesday, 25 May 1994 at 15:00, on site, 27 Cole Crescent, Brakpan North.

Three-bedroomed home, bathroom, open plan kitchen onto dining-room, separate lounge, single lock-up garage and servant's w.c.

View by appointment only.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel at Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: PALATIAL 450 SQUARE METRES DOUBLE STOREY HOME, THERESA PARK, PRETORIA

Duly instructed by the Trustee in the insolvent estate **E. L. Ambu, Master's Reference T2988/86,** we will sell Wednesday, 25 May 1994 at 11:00, on site, 23 Nyala Street, Theresa Park Extension 2.

Magnificent double storey four-bedroomed house, main en suite plus guest room en suite, ballroom style, entrance hall with main lounge with sliding door onto garden, study, snooker room upstairs, family room onto enclosed patio.

Must be seen. View by appointment only.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: SPACIOUS FAMILY HOME, THREE BEDROOMS, SWIMMING-POOL, SINOVILLE

Duly instructed by the Trustee in the insolvent estate **M. C. Botha, Master's Reference No. T4750/93,** we will sell Tuesday, 24 May 1994 at 11:00, on site 293 Caltonia Street, Sinoville, Stand 1477, measuring 1 037 square metres.

Three-bedroomed home, main en suite, lounge/dining-room, open plan kitchen, separate w.c., enclosed braai-area and lock-up garage, situated near shopping complex and eastern bypass.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

PETER WILLIAMS PROPERTY AUCTIONS

IMPORTANT LIQUIDATION SALE OF TWO WELL-KNOWN FARMS WITH EXCELLENT FUTURE DEVELOPMENT POTENTIAL, MALONEY'S EYE, MAGALIESBURG

Duly instructed thereto by the Liquidator of the undermentioned companies, we will sell, by public auction, subject to confirmation, on the farm concerned (see directions), on Wednesday, 25 May 1994 at 10:00:

1. Maloney's Eye Properties CC, in liquidation, T3943/93:

A. Remainder of Portion 1 of the farm Maloney's Eye 169, Registration Division IQ, Transvaal, measuring 430,1906 hectares.

B. Portion 3 (portion of Portion 1), of the farm Maloney's Eye 169, Registration Division IQ, Transvaal, measuring 186,9089 hectares.

Improvements consist of the original impressive homestead (350 square metres), with garages, store-rooms, stables, workshop, etc. A dairy complex with milking parlour, washrooms, etc. Manager's house with adjoining large steel covered sheds, pumphouse and labourers' compound.

N.B.: The above buildings and installations are in a dilapidated and neglected condition, having been unoccupied for some time. Approximately 180 hectares of irrigable land and 12 boreholes. The balance of the farm is divided into three camps and used for razing purposes. The fencing is in poor condition.

2. Maloney's Eye Trout CC, in liquidation, T3941/93:

Portion 2 (portion of Portion 1) of the farm Maloney's Eye 169, Registration Division IQ, Transvaal, measuring 107,8916 hectares.

The Maloney's Eye, the source of the Magalies River is situated on the farm.

N.B.: Water use is restricted to domestic use and for livestock only. The improvements consist of a disused trout hatchery with numerous dams, hatchery complex and offices.

Note: Properties 1 and 2 will be sold separately provisionally and then as a whole. Should the properties be sold separately, a right of way in favour of Property 2 will be registered over Property 1. Mineral rights are excluded.

N.B.: The five pivot irrigation system, all the borehole and other irrigation equipment are not included in the sale of the farms.

Auctioneer's note: Although these properties are in a badly neglected state and the improvements are in poor condition, this sale affords the farmer, entrepreneur and businessman the ideal opportunity of acquiring these well-situated farms with good water supply and undoubted development potential.

Viewing: Daily from 08:00 to 17:00.

Directions: From Johannesburg, proceed to Magaliesburg on the R47. Ignore the R47 turn-off to Ventersdorp and continue on the R24 to Magaliesburg for 9 km. Turn left to Brandvlei. + 100 m over the railway line, entrance straight ahead.

Terms: 10% (ten per cent) deposit by way of bank-guaranteed cheque on day of sale, and balance within 30 days of confirmation.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

PARK VILLAGE AUCTIONS

QUDRO PROPERTY INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T445/94

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at 4 Van Lingen Road, Germiston East, District of Germiston, Transvaal, on Tuesday, 17 May 1994 commencing 10:30, 15 large warehouses.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

VALUABLE BANK POSSESSION

Duly instructed by a certain leading financial institution, we will sell by public auction, on site at Portion 33 of Portion 141, Allewynspoort, Eikenhof Agricultural Smallholdings, District of Johannesburg South, Transvaal, on Thursday, 19 May 1994 at 10:30, smallholding with various improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE J. J. ODENDAAL, TRADING AS ROCKRUFF CONSTRUCTION (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T793/93

Duly instructed by the Trustee/Liquidator in the above-mentioned Estate, we will sell by public auction, on site at Portion 144 (a portion of Portion 14), of the farm Doornkraal 420 JR, District of Cullinan, Transvaal, on Saturday, 21 May 1994 at 10:30, vacant farmland.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

SAVE INVESTMENTS CC, IN LIQUIDATION, MASTER'S REFERENCE No. T4541/93

Duly instructed by the Trustee in the above-mentioned matter, we will sell by public auction, on site at corner of Van Zyl and Hosking Streets, Brenthurst, District of Brakpan, Transvaal, on Wednesday, 18 May 1994 commencing at 12:30, shopping complex.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

PHILADELPHIA INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T4551/93

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at 65 and 66 Porter Road and 62 Boundary Road, Brakpan, District of Brakpan, Transvaal, on Wednesday, 18 May 1994 commencing 11:30, various properties.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE F. KATSOURIS, MASTER'S REFERENCE No. T4542/93

Duly instructed by the Trustee in the above-mentioned Insolvent Estate, we will sell by public auction, on site at 62 Boundary Road and 61 Porter Road, Brakpan, District of Brakpan, Transvaal, on Wednesday, 18 May 1994 commencing at 10:30.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

ERPO AFSLAERS

PENDORINGLAAN 219, GEELHOUTPARK-UITBREIDING 6, RUSTENBURG

Namens die voorlopige Kurator in die insolvente boedel **P. M. Lombard, T1551/93,** verkoop ons die onderstaande vaste eiendom per openbare veiling te Pendoringlaan 219, Geelhoutpark-uitbreiding 6, Rustenburg, op Vrydag, 20 Mei 1994 om 11:00.

Beskrywing: Erf 2343, groot 980 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis.

Terme: 15% (vyftien persent) by toeslaan van bod. Waarborg binne 30 dae.

Bekragtiging: Binne 14 dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

VERED AUCTIONEERS

INSOLVENT ESTATE M. E. TEGNER, MASTER'S REFERENCE T3126/93

Instructed by the Trustee in the bove matter, we will sell by public auction Holdings 74 to 81 inclusive, plus Holding 87, Walkers Fruit Farms smallholdings, Registration Division IQ, Transvaal, measuring 36,42 hectares.

The improvements consist of eighth-roomed dwelling (three bathrooms), plus outbuildings, sheds, stables, cow sheds, aviaries and boreholes.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: 23 May 1994 at 12:00, at the property, 75 Fifth Road, Walkers Fruit Farms smallholdings.

The property can be viewed during the day.

For further information and to view, please phone the auctioneers: Vered [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

ESTATE LATE J. A. W. WORSTHORNE, MASTER'S REFERENCE 17815/90

Instructed by the Executor in the above matter, we will sell by public auction Portion 1 of Erf 522, Bryanston, Sandton, being 46 Mandeville Road, Bryanston, measuring approximately 4 000 square metres.

A seven-roomed home with flatlet, jacuzzi, three lock-up garages, three outside rooms and bathroom.

Conditions: The property will be sold to the highest accepted bidder, subject to the confirmation by the Executor.

Terms: 15% (fifteen per cent) deposit immediately. The balance by approved guarantees within 30 days.

Date of sale: Sunday, 22 May 1994 at 17:00, at the property, 46 Mandeville Road, Bryanston.

The properties can be viewed by arrangement with the auctioneer.

For further information and to view, please phone the auctioneers: Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

INSOLVENT ESTATE L. T. AND K. L. HUGO, MASTER'S REFERENCE T4017/93

Instructed by the Trustee in the above matter, we will sell by public auction, Erf 1227, Portion 45, Noordwyk Extension 45, Midrand, being 45 Coubrough Road.

Improvements comprise of a lovely five-roomed dwelling.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately. The balance by approved guarantees within 30 days.

Date of sale: Tuesday, 24 May 1994 at 10:30, at the property.

For further information and to view, please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

INSOLVENT ESTATE G. G. DA SILVA, MASTER'S REFERENCE T598/94

Instructed by the Trustee in the above matter, we will sell by public auction Erf 2312, Sunward Park, Boksburg, being 8 Sonneblom Road.

Improvements comprise of a lovely nine-roomed dwelling.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately. The balance by approved guarantees within 30 days.

Date of sale: Tuesday, 24 May 1994 at 12:30, at the property.

For further information and to view, please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

DAISY (ALSO KNOWN AS BARBARA) HUTCHINSON, UNDER CURATORSHIP, MASTER'S REFERENCE 15274/92

Antique jewellery, watches and silver. One of the finest collections of estate jewelery offered for sale by public auction.

Conditions: The assets will be sold without reserve.

Terms: Cash or bank-certified cheque only (R1 000 refundable deposit on registration).

Date of sale: Wednesday, 25 May 1994 at 16:00, at Vered House, 29 Tyrone Avenue, Parkview, Johannesburg (near Zoo Lake).

View day before the auction or day of auction.

For further information and to view, please contact the auctioneers: Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

INSOLVENT ESTATE D. P. B. SMIT, MASTER'S REFERENCE T250/94

Instructed by the Trustee in the above matter, we will sell by public auction, Erf 3099, Brackenhurst Extension 2, Alberton, being 13 Hartebees Street.

Improvements comprise of a lovely eight-roomed dwelling.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately. The balance by approved guarantees within 30 days.

Date of sale: Wednesday, 18 May 1994 at 12:00, at the property.

For further information and to view, please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

OU HOTEL EIENDOMME (EDMS.) BPK., IN LIQUIDATION, MASTER'S REFERENCE T819/94

Instructed by the Liquidator in the above matter, we will sell by public auction section 5 and section 6, being the Third and Fourth Floors of the building, known as 424 Pretorius Street, and situated at 424 Pretorius Street, Pretoria. Each floor measures 270 square metres. The properties are used as offices.

Conditions: The property will be sold to the highest accepted bidder.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately. The balance by approved guarantees within 30 days.

Date of sale: 26 May 1994 at 12:00, at the property, Third Floor, 424 Pretorius Street, Pretoria.

For further information and to view, please contact the auctioneers: Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

BERNARDI AUCTIONEERS

Favoured with instructions by the Trustee in the insolvent estate of **S. Ben-Nisan, T3453/91,** we will sell by public auction household furniture and effects, on Saturday, 14 May 1994 at 10:00, at our auction mart, 155 Glyn Street, Colbyn, Pretoria.

Terms: R100 deposit (refundable) and cash or bank-certified cheque.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

KAAP · CAPE

PLUS AFSLAERS

BESTORWE BOEDELVEILING: WYLE J. J. DE LANGE, MEESTERSVERWYSINGNOMMER 236/94

Behoorlik gemagtig deur Eksekuteur in bogenoemde boedel, verkoop ons die los bates in die boedel per openbare veiling, op 18 Mei 1994 om 10:00, te plaas Lykso, Vryburg.

Voorwaardes: Streng kontant of bankgewaarborgde tjek.

Navrae: Plus Afslaers (011) 475-5133.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Aliwal-Noord op 3 Junie 1994 om 10:00 voor die Landdroskantoor te Aliwal-Noord die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 6 ('n gedeelte van Gedeelte 1) van die plaas RUIGTE FONTEIN NR 62 in die Afdeling Aliwal-Noord

GROOT 573,9854 hektaar

Blykens Akte van Transport T66432/1989

in die naam van PIETER GABRIËL VAN DEVENTER

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

12 km suidwes van Aliwal-Noord

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, skoolgebou, 2 stalle, woonstel, motorhuis en stoorkamer. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 10 gronddamme en 7 drinkbakke. 'n Sytak van die Melkspruit vloei deur die eiendom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAC 04265 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Mei 1994.

TRANSVAAL

T.B.E.A. AUCTIONEERS

PUBLIC AUCTION SALE

As instructed by the Trustee in the insolvent estate **B. Sewsunker,** we will sell by public auction in our office the property described as:

Lot 4365, at 90 First Avenue, Forderville, Estcourt, in extent 589 square metres.

The improvements comprise a substantial house, lounge, dining-room, three bedrooms carpeted and built-in cupboards, bathroom, separate toilet, fitted tiled kitchen with eye-level oven and hob. Double garage, concrete driveway and property fenced.

For inspection and conditions of sale contact Lance Murray at: Tugela Basin Estate Agents, Box 81, Estcourt. [Tel. (0363) 2-3025.]

ZULULAND AUCTIONEERS

INSOLVENSIEVEILING

In opdrag van die Kurator in die insolvente boedel van **G. T. Trigwell, Meesterverwysing N519/93,** sal ek verkoop op 20 Mei 1994 om 10:00, te Old Renckensgebou, Old Sugar Mill, Empangeni, die volgende goedere:

Quantity description: Roomkleurige muureenheid, boor—AEG SB2-16 Stahl Steel Acier - 13 mm 1/min 1.G1300 500 W 220V 2.4A, Techbicks klankversterker SUX102, Technics radio STX 302L, Technics dubbelkassetspeler RSX102, Technics laserskyfspeler SLPJ28, Technics luidsprekers (1 paar) SBLD101 en M-Net dekodeerder K9000.

Zululand Auctioneers, 107 TML-huis, Unionstraat, Posbus 1331, Empangeni. [Tel. (0351) 92-4082.]

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.***

INHOUDSOPGAWE

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Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

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