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Staatskoerant Government Gazette

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No. 15746

**WETLIKE
KENNISGEWINGS**

**LEGAL
NOTICES**

B

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

LYS VAN VASTE TARIEWE EN VOORWAARDES VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	15,10
<i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)	
GEREGETELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	35,10
76 tot 250 woorde	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies.....	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	200,30
Verlenging van keurdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158)	25,20

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

LIST OF FIXED TARIFF RATES

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 <i>Government Gazette</i> , 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
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LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	42,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table)	145,30

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYPE 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 sluitingstipe 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 veranderinge in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

9. Geen kennisgewing word vir publikasie aanvaar nie tensy die koste van die plasing(s) daarvan vooruit betaal is deur middel van 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 kansellering van 'n kennisgewing sal terugbetaling van gelde slegs geskied indien die Staatsdrukkery geen koste met betrekking tot die plasing van die kennisgewing aangegaan het nie.

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende 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
GOEWERMENSKENNISGEWINGS **1994**

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

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

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

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

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for

LEGAL NOTICES
GOVERNMENT NOTICES **1994**

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

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

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

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Saak 3748/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Lebotse Jeremiah Phetoe**, Eerste Verweerder, en **Rebecca Mmapintshi Phetoe**, Tweede Verweerder

Ingevolge uitspraak van die Landdroshof, Randfontein, en lasbrief tot geregtelike verkoop met datum 6 Desember 1993, sal die ondervermelde eiendom geregtelik verkoop word op 10 Junie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 27, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 297 (tweehonderd sewe-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL37141/1988, bekend as Leeustraat 27, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer. Die buitegeboue bestaan uit 'n motorhuis en 'n kamer en die erf is omhein.

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 (een-en-twintig) 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, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N595.)

Saak 3187/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **P. W. Gerber**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 1 September 1992 toegestaan is, op 3 Junie 1994 om 09:00, te die betrokke perseel, naamlik:

Erf 273, Del Jodor, Witbank (Sophiastraat 18), in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 7 (sewe) dae voor die verkoping, te wete:

Sekere Erf 273, Del Jodor, Witbank, Registrasieafdeling JS, Transvaal, groot 1 353 (eenduisend driehonderd drie-en-vyftig) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T16912/1992.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 5de dag van Mei 1994.

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

Case 18935/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Phama, Mbuyiselo Edwin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 17 June 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 1750, situated in the Township of Toekomsrus Extension 1, Registration Division IQ, Transvaal, being 8 Platinum Street, Toekomsrus Extension 1, Randfontein, measuring 540 (five hundred and forty) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.195.)

Case 1346/93

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

In the matter between **Nedcor Bank Limited**, and **Hlabingwana Michael Majola**

In pursuance of a judgment in the Court of the Magistrate of Springs dated 19 April 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, at the premises of the Magistrate's Court, Dolomite Street, Delmas, to the highest bidder:

Property (1): Erf 142, Botleng, Delmas, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres. *Postal address:* 142 Mabena Street, Botleng, Delmas.

Improvements (but nothing is guaranteed in respect hereof): Brick building with corrugated iron roof and four rooms.

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 centum) 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 14 (fourteen) 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, Delmas, 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 4th day of May 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Ref. Mr van Heerden/N93012.)

Saak 26357/93
PH 88IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **J & L Scrap Metal Dealers (Edms.) Beperk**, Eksekusieskuldeiser, en **Dreyer, Elmarie Antonette**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge 'n vonnis van die Hooggeregshof (Witwatersrandse Plaaslike Afdeling), verkry op 2 November 1993, en ter uitvoering van 'n lasbrief vir eksekusie in die bogemelde aksie, sal die ondergemelde onroerende eiendom geregtelik by 'n openbare veiling verkoop word te:

De Klerk, Vermaak & Vennote Ing., Oorvaalgebou, Krugerlaan, Vereeniging, op Donderdag, 2 Junie 1994 om 10:00. Die eiendom sal verkoop word aan die hoogste bieder, met 'n reserweprys.

Sekere Erf 1009, in die dorpsgebied Three Rivers-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, eerste oorgedra by Akte van Transport T5001/1948, en gehou kragtens Akte van Transport T21368/1983, geleë te Bascheestraat 56, Three Rivers.

Die volgende verbeterings is op die eiendom aangebring, alhoewel niks gewaarborg word nie, naamlik: Woonhuis bestaande uit drie slaapkamers, enkelbadkamer, kombuis, eetkamer en sitkamer, met 'n swembad; binne-afwerking is gepleister en geveerf, enkelmotorhuis met 'n bediendekamer en toilet, swart teëldak, buite-afwerking bestaan gedeeltelik uit klip- en pleisterwerk.

Terme: Die koper moet op die dag van die verkoping 'n deposito van 10% (tien persent) van die koopprys in kontant betaal plus afslaersgelde teen 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) en die balans koopprys en enige ander bedrag wat in verband met die transaksie en in terme van die verkoopvoorwaardes deur hom verskuldig is, aan die Eksekusieskuldeiser se prokureurs deur goedgekeurde bank- en/of bouverenigingwaarborg lewer.

Verder sal die volledige verkoopvoorwaardes waaraan die verkoping onderworpe sal wees ter insae lê gedurende kantoorure by die kantore van die Balju van die Hooggeregshof, Vereeniging, soos hieronder aangedui, welke verkoopvoorwaardes ook ten tye van die veiling uitgelees sal word.

Gedateer te Johannesburg hierdie 29ste dag van April 1994.

Nelson Bornman & Vennote Ing., Eksekusieskuldeiser se Prokureurs, Sesde Verdieping, African Bank-sentrum, Marshallstraat 56, Johannesburg. [Tel. (011) 838-6782.] (Verw. G. de Kock/AH/AS2298.)

Saak 10609/90

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 **A. Kaloo**, 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 10 Junie 1994 om 10:00:

Sekere Erf 431, in die dorpsgebied Dadaville, Registrasieafdeling IQ, Transvaal, (Zam Zamstraat 46), groot 802 (agthonderd en twee) vierkante meter.

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

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, Vereeniging.

Gedateer te Vereeniging op hierdie 4de dag van Mei 1994.

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

Saak 2662/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser (Eksekusieskuldeiser), en **C. J. R. en A. Strydom**, Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 20 September 1993, 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 verbeterde eiendom geleë in die dorpsgebied Risiville, Vereeniging, Registrasieafdeling IQ, Transvaal, synde Gedeelte 4 van Erf 833, groot 1 487 (een vier agt sewe) vierkante meter, 'n vierslaapkamer teëldak woning met TV-kamer, werkskamer, dubbelmotorhuis en betonomheining; die straatadres van die eiendom is Maddisonstraat 21, Risiville, 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.

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 reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

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

Gedateer te Vereeniging op hierdie 5de dag van Mei 1994.

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

Case 03801/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund**, Plaintiff, and **Ronald Mhlaba Dzanibe**, 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, Boksburg, on 10 June 1994 at 11:15, of the undermentioned property of the Defendant, on the conditions read out by the auctioneer at the office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Erf 241, Vosloorus Extension 5 Township, Registration Division IQ, Transvaal, in extent 286 square metres, held by Deed of Transfer T21390/92, situated at 241 Vosloorus Extension 5.

The following improvements are on the property and are reported but nothing is guaranteed: A single-storey residence comprising two 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 14 (fourteen) 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 3rd day of May 1994.

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

Saak 390/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Edi Paulus Motsoeneng**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 10 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar, op 8 Junie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju, voor die verkoping:

Erf 1107, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer, groot 410 (vier een nul) vierkante meter.

Geteken te Secunda op hede hierdie 3de dag van Mei 1994.

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

Case 2691/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Jacob Gardner**, First Defendant, and **Esther Gardner**, Second Defendant

On Wednesday, 8 June 1994 at 10:00, a public auction will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Hof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court, in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in and to the property known as:

Certain Erf 1646, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Site 1646, Othandweni Extension 1, Tokoza, measuring 292 (two hundred and ninety-two) square metres, held under Certificate of Registered Grant of Leasehold TL41834/1990.

Improvements: The property consists of: Lounge/dining-room, two bedrooms, bathroom/washroom and kitchen (not warranted or guaranteed).

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 30 (thirty) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton on this the 2nd day of May 1994.

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, Alberton 1450, P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/S293/93.)

Saak 2828/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **M. R. Legoale**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief, gedateer 24 Mei 1993, sal die volgende eiendom wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, op 3 Junie 1994 om 10:00, aan die hoogste bieder:

Perseel 6672, Ikageng, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 444 (vierhonderd vier-en-veertig) vierkante meter, beweerde verbeterings, drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Verkoopvoorwaardes:

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

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser, van rente teen 16,75% (sestien komma sewe vyf persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureur.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju van die Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 3de dag van Mei 1994.

F. A. Huisamen, vir Huisamen & Ras, Royalgebou, Lombardstraat 44, Posbus 15, Potchefstroom, 2520. (Verw. F.A. Huisamen/eg.)

Case 3893/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Namodi Petrus Mantsoe**, First Defendant, and **Ramaredi Helen Mantsoe**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on 9 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the above-mentioned address:

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: All the right, title and interest to the leasehold in respect of Erf 95, Thiteng Township, Registration Division IS, Transvaal, measuring 306 square metres, known as 95 Thiteng Section, Tembisa, Kempton Park.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1275.)

Saak 1409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Johannesburg Municipal Second Pension Fund**, Eiser, en **Herbert Nhlapo**, 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, 10 Junie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Perseel 1250, geleë in die dorpsgebied van Lakeside, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL9883/91.

Grootte 202 (tweehonderd en twee) vierkante meter.

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

'n Enkelverdiepingwoonhuis met gepleisterde baksteen buitewand onder geteelde dak bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% 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 2de dag van Mei 1994.

P.a. Rooth & Wessels, Prokureurs vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case C62/94

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

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

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 10 June 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Stand 980 C, situated in the Township of Matsulu C, District of Nsikazi, measuring 595 (five nine five) square metres.

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

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.
2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, White River, and at the offices of the undermentioned.

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

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

Case C7/94

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

In the matter between **Nedcor Bank Limited (formerly Nedperm Bank Limited)**, Plaintiff, and **Mokuba Joseph Mokoena**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 10 June 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Stand 671, situated in the Township of Kanyamazane A, District of Nsikazi, measuring 325 (three two five) square metres.

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

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.
2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, White River, and at the offices of the undermentioned.

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

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

Case 4141/93

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Andre Stapelberg**, First Defendant, and **Linda Stapelberg**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 30 June 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 June 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 591, Dalpark Extension 1 Township, situated on 1 Stern Street, Dalpark Extension 1, in the Township of Dalpark Extension 1, District of Brakpan, measuring 1 797 (one thousand seven hundred and ninety-seven) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and a double 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, Brakpan.

Dated at Boksburg on this the 4th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. FB0982/Mrs Teixeira.)

Case 9127/93
PH 482

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Tladi, Gift Malebo**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Vanderbijlpark, on 10 June 1994 at 10:00, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff.

The property is Erf 1508, Evaton North, Registration Division IQ, Transvaal, measuring in extent 330 square metres, held under Deed of Transfer TL1339/1992, situated at 1508 Evaton North, Evaton, Vanderbijlpark (the property) and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

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

Lounge, kitchen, two bedrooms, bathroom and w.c.

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

The sewerage on the property is waterborne, and the electricity and water are municipal.

Terms:

1. 10% (ten per cent) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest thereon at the current mortgage bond interest rate, calculated from the date of the sale to the date of registration of transfer, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, or is to be paid in cash. The balance of the purchase price plus the said interest is to be furnished within 14 (fourteen) days from the date of the sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneers charges, payable on the day of the sale in execution is calculated at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) with a minimum fee of R200 (two hundred rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg on this the 2nd day of May 1994.

Max Cohen, Plaintiff's Attorney, 410 Delnree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 29-0274.) (Dx 257 Jhb.) (Ref. Max Cohen/P Sapire/F158.)

Case 11634/93
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 **Bhengu, Johnson Mthwakhe**, Execution Debtor

In execution of a judgment in 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 14 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, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, prior to the sale:

Certain Erf 1272, situated in the Township of Spruit View Extension 1, Registration Division IR, Transvaal, being 1272 Magagula Crescent, Spruit View Extension 1, Katlehong, measuring 404 (four hundred and 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, entrance hall, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage.

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

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

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

Dated at Johannesburg on this the 3rd day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.255.)

Saak 1239/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Roos Pieter Johannes Leendert**, ID 6210185026001, Eerste Verweerder, en **Roos Charmain Madelein**, ID 6312120125003, Tweede Verweerder.

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 10 Junie 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1595, geleë in die dorpsgebied Sinoville-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 1258 (eenduisend tweehonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T4259/93.

Hierdie eiendom is geleë te 301 Sparaxisstraat, Sinoville.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers en twee badkamers.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 5de dag van Mei 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev Mare/A769.)

Case 2851/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou Bank Limited**, Plaintiff, and **Amos Ntuli**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), bon Accord, on 17 June 1994 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 23173, Mamelodi Extension 4, Registration Division JR, Transvaal, area 308 (three hundred and eight) square metres, situated at 23173 Mamelodi Extension 4, Mamelodi.

Improvements (not guaranteed): A living-room, two bedrooms, separate bath and separate toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per 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 Pretoria on this the 4th day of May 1994.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101, Docex 70. [Tel. (012) 326-8923/4/5.] (Fax. (012) 323-7431.] (Ref. MJL/jm/L6499.)

Saak 23080/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Andries Petrus Jacobus Marais**, 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 Plaaslike Hofgebou, Bredasdorp, op Vrydag, 10 Junie 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Bredasdorp, voor die verkoping ter insae sal lê:

Gedeelte 18, soos gewys en meer volledig beskryf op Deeltitelplan SS63/1983, in die skema bekend as SS Stormsee, ten opsigte van grond en geboue geleë te Agulhas in die area van die plaaslike raad van L'Agulhas, afdeling Bredasdorp-Swellendam, groot 142 vierkante meter, verbind ingevolge verband SB1228/92 ten gunste van die Eiser.

Die woonstel, op die Eerste Verdieping, het 'n onbelemmerde seeuitsig en is geleë op die perseel van die ou L'Agulhas Hotel.

Verbeterings: Toesluit enklomotorhuis, twee slaapkamers, elk met hul eie volledig toegeruste badkamers, sit-/eetkamer, kombuis, ingeboude kaste in slaapkamers en kombuis, volvloermatte, elektriese bedrading en 'n gemeenskaplike balkon wat gedeel word met eenheid 14.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria hierdie 5de dag van Mei 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. Smit/nvz/EB30204.)

Case 03031/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moodley, Yagambaram**, First Defendant, and **Moodley, Subbamma**, 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, Magistrate's Court, Westonaria, on Friday, 10 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 1616, Lenasia South Township, Registration Division IQ, Transvaal, area 600 (six hundred) square metres, situation 1616 Camelia Crescent, Lenasia South.

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

Dated at Johannesburg on the 3rd day of May 1994.

F. R. J. Janse, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT407.)

Case 19203/93
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 **Anthony, Kikitsa Dorothea**, First Defendant, and **Anthony, Lawrence**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff Sandton, at the salesrooms of the Sheriff at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 10 June 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 2 of Erf 81, Bramley North Extension 1 Township, Registration Division IR, Transvaal, situated at 2 Rahle Avenue, Bramley North, Sandton, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T83529/89.

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

Main building: Brick dwelling with a tiled roof consisting of kitchen, two bathrooms and seven other rooms.

Outbuildings: Two servants' rooms with bathroom. Swimming-pool.

Zoning: Residential.

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

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

Dated: 21 April 1994.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/4M573.)

Case 101745/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ms Frieda Mbatha**, Defendant

Pursuant to a judgment of the above Honourable Court dated 13 November 1993, and a warrant of execution dated 29 November 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 10 June 1994 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain Erf 200, Protea Glen Township, Registration Division IQ, Transvaal, situated at 200 Protea Glen, Johannesburg.

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

Improvements: A dwelling of brick and plaster under a tiled roof consisting of a kitchen, lounge, three bedrooms, bathroom and toilet.

Area 225 square metres.

Property's held: Under Deed of Transfer TE30152/92.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at T. F. C. House, Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 26th day of April 1994.

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3577/Coll/PM/LR.)

Case 4182/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moses Simon Sangweni**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 15 April 1994 (reissue) the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 June 1994 at 09:00:

Stand 1695, Lethlabile, District Brits, Registration Division JQ, Transvaal, measuring 300 square metres, held under Deed of Grant 986/86.

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

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 26th day of April 1994.

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

Case 830/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard William Murray Nicholson**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 29 March 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 June 1994 at 09:00, at Portion 50 (portion of Portion 8) of the farm Groenkloof 464, Registration Division JQ, Transvaal, measuring 8,5653 hectare, held under Deed of Transfer T41486/93:

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

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
 - (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by plaintiff from date of sale to date of payment.
 - (c) Immediately after the sale purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
 - (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.
 - (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.
 - (f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
 - (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.
- Dated at Brits this 25th day of April 1994.
E. D. Ras, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 2130/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marjan Titia Maré**, Defendant

Pursuant to a judgment of this Court and subsequent warrant of execution dated 24 March 1994 (reissue), the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 June 1994 at 09:00:

Holding 21, Ana Agricultural Holdings, Registration Division JQ, Transvaal, measuring 2,6205 hectare, held under Deed of Transfer T70337/90.

The following improvements exist on the property although in this respect nothing is guaranteed: Four bedroom dwelling-house, double shed and swimming-pool.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
 - (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.
 - (c) Immediately after the sale purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
 - (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
 - (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.
 - (f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
 - (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.
- Dated at Brits this 25th day of April 1994.
E. D. Ras, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 4822/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Thamsanqa Edgar Hlatswayo**, Eerste Verweerder, en **Alicia Nomduma Hlatswayo**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Desember 1992 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 8 Junie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2893, Uitbreiding 4, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, een en 'n half badkamers en sitkamer, groot 435 (vier drie vyf) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Mei 1994:

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

Saak 5114/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Padi Raymond Moticoe**, Eerste Verweerder, en **Mahloekileng Rosa Moticoe**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 18 Desember 1992 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 8 Junie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2737, Uitbreiding 4, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, een en 'n half badkamers en sitkamer, groot 450 (vier vyf nul) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Mei 1994.

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

Saak 2163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Thomas Saiko Mahlangu**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 17 Junie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 8 Junie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2194, Uitbreiding 8, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 264 (twee ses vier) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Mei 1994.

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

Saak 1428/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspuit**, Eksekusieskuldeiser, en **Stanex Finance (Edms.) Bpk**, Eksekusieskuldenaar

Kennis geskied hiermee dat die onvermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 10 Januarie 1994 om 10:00, toegestaan is te die betrokke perseel, naamlik Landdroskantoor Bronkhorstspuit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju Kantoor, Cornelisstraat 41, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 6, distrik Erasmus, Bronkhorstspuit, groot 2552 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T22508/1983.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie dag van 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mev. Swart/SB/537.)

Saak 616/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Zithobeni Dropskomitee**, Eksekusieskuldeiser, en **E. Ndlovu**, Eksekusieskuldenaar

Kennis geskied hiermee dat die onvermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Junie 1993, toegestaan is, op 10 Junie 1994 om 10:00, te die betrokke perseel, naamlik Landdroskantoor Bronkhorstspuit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, Cornelisstraat 41, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 768, Zithobeni, Registrasieafdeling JR, Transvaal, groot 301 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T84345/88.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 3de dag van Mei 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mev. Swart/ZIT/179.)

Saak 5811/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Mohlomola Patric Melato**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Junie 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 5825, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T6381/92,

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Middelburg hierdie 2de dag van Mei 1994.

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

Saak 5800/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Langoane Andries Maloma**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Junie 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3459, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpad TL27634/89.

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

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

E. Taljaard, Brandmuller & Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 5620/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **M. J. en Z. J. Makhola**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Junie 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3312, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 270 (tweehonderd en sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL50970/90.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 2de dag van Mei 1994.

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

Saak 4944/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Stephen Mosai Ditshego**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Junie 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 5791, Mhluzi-uitbreiding 3, Middelburg. Registrasieafdeling JS, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtes Sertifikaat van Geregistreerde Huurpag TL81627/91.

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

Die wesenlike voorwaardes van verkoop is:

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

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

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

Case 24017/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Dumazile Januarie Mazabane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of Klerksdorp, at the office of the Sheriff, at 11 Teak Avenue, Klerkindustria, Klerksdorp, on 10 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 offices of the Sheriff prior to the sale:

Certain Erf 11177, formerly known as Erf 998, Jouberton Extension 9, Registration Division IP, Transvaal, measuring 375 square metres, held by Certificate of Registered Grant of Leasehold TL65178 1989.

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: A plastered tiled roof dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

Reserve price: Without reserve.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer to be secured by a bank or building society or other guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale, auctioneer's charges payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) on the balance, subject to a maximum fee of R6 000 and a minimum fee of R50.

Dated at Pretoria on this the 4th day of May 1994.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J38.)

Saak 1427/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspuit**, Eksekusieskuldeiser, en **Stanex Finance (Edms.) Bpk.**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 10 Januarie 1994, toegestaan is, op 10 Junie 1994 om 10:00, te die betrokke perseel, naamlik Landdroskantoor Bronkhorstspuit in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Cornelisstraat 41, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 8, Erasmus dorp Bronkhorstspuit, Registrasieafdeling JR, Transvaal, groot 2552 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T3646/87.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 2de dag van Mei 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mev. Swart/SB/538.)

Saak 6864/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (Reg. No. 51/00009/06), Eiser, en **Tjekane Isaac Motsau**, Eerste Verweerder, en **Nozimanga Gladys Motsau**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 3 Februarie 1994, die Verweerders se reg op huurpag op die volgende onroerende eiendom, wat spesiale 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 13899, in die dorpsgebied Sebokeng Eenheid 11, Registrasieafdeling IQ, Transvaal, groot 261 (tweehonderd een-en-sestig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bogenootskapwaarborg 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 bogenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die 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 29ste dag van April 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. PO/1142/NM/U.)

Case 3678/93

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **Moorevol Inv. (Pty) Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 13 December 1993, the property listed hereunder will be sold in execution on 10 June 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain Erf 120, Labore, Registration Division IR, Transvaal, held by Deed of Transfer T14240/1983, measuring 6 950 (six thousand nine hundred and fifty) square metres, held by Deed of Transfer T14240/1983.

The property is defined as a Residential stand, situated at corner of 1 Watt and 15 Ampere Streets, Labore, Brakpan.

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

Main building: Vacant stand.

Outbuildings: Vacant stand.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan on this the 26th day of April 1994.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.)
(Our Ref. Mr Janeke/ah/Erf 120 Labore.)

Saak 2649/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Eiser, en **J. J. Stols**, 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 3 Junie 1994 om 10:00:

Sekere Erf 801, geleë in die dorpsgebied Arcon Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal (Leelaan 28), groot 1.036 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet.

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

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

Gedateer te Vereeniging hierdie 2de dag van Mei 1994.

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

Case 1741/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Bertina Cecilia Adriana Huisamen**, First Defendant, and **Riaan White**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 15 June 1994 at 10:00, to the highest bidder:

Certain Section 2, as shown, and more fully described on Sectional Plan SS74/1988, in the scheme known as Fontein 33 in respect of the land and buildings situated at Portion 33 of Erf 2543, Garsfontein Extension 10, Registration Division JR, Transvaal, measuring 128 (one hundred and twenty-eight) square metres, situated at 837B St Bernard Avenue, Garsfontein Extension 10.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act, and rules proclaimed thereunder and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Duet, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.
Outbuildings: Double garage and garden.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this the 4th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MBZ/N1134.)

Case 8091/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **P. P. Mofokeng**, and **M. C. Mofokeng**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 30 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 June 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): Erf 786, KwaThema Extension 1, Springs, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres. *Postal address:* 786 Extension 1, KwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, kitchen, lounge, bathroom and two bedrooms.

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 centum) 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 14 (fourteen) 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 2nd day of May 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs. (Ref. Mr Van Heerden/N92061.)

Saak 363/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOUD TE BETHAL

In die saak tussen **ABSA Bank Beperk**, Eiser, en **James John Pitout**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Bethal, en 'n lasbrief vir eksekusie gedateer 15 Maart 1994, word die ondergelde vaste eiendom in eksekusie verkoop te die Landdroskantoor, Bethal, Kamer 83, op Vrydag, 10 Junie 1994 om 11:00, aan die hoogste bieder:

Erf 1167, geleë in die dorp Bethal-uitbreiding 3, Registrasieafdeling IS, Transvaal, groot 1 446 (eenduisend vierhonderd ses-en-veertig) vierkante meter, welke eiendom geleë is te Davelweg 23, Bethal.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 30 (dertig) dae daarna, asook afslaaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Du Plooystraat, Bethal, besigtig word.

Geteken te Bethal op hierdie 2de dag van Mei 1994.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Proteagebou, Markstraat, Bethal.

Case 3585/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited, Plaintiff, and **J. C. Coligionis**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and writ of execution dated 11 August 1992, the property listed hereunder will be sold in execution on 10 June 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 545, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T27008/88.

The property is defined as a residential stand, situated at 59 Taft Street, Brakpan.

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

Main building: Plastered and painted walls under corrugated iron roof consisting of lounge, living-room, dining-room, kitchen, scullery, four bedrooms and bathroom.

Outbuildings: Double carport, servant's room, outside toilet and precast walls.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan this 21st day of April 1994.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C494/91.)

Case 8034/93

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

In the matter between **First National Bank**, Plaintiff, and **B. M. Jwambi**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 February 1994, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 10 June 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 2363, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL47129/1988, also known as 2363 Masiyane Street, Tsakane, Brakpan.

Description of property: Plaster and brick walls under tiled roof consisting of lounge, kitchen, two bedrooms, bathroom and wire fencing.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 15,25% (fifteen comma two five per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

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

P. J. Cowling, for Trollip, Cowling & Janeke, P.O. Box 38, Brakpan, c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN1943.)

Saak 1410/94

P 42

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Johannesburg Municipal Second Pension Fund**, Eiser, en **Lydia Mkheme**, 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:

Perseel 1495, geleë in die dorpsgebied Lakeside, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeteringe daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL15218/91, grootte 217 (tweehonderd-en-sewentien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Enkelverdiepingwoonhuis met gepleisterde buitewand bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

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 26ste dag van April 1994.

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

Case 32618/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hutchinson, Derek Anthony**, First Defendant, and **Hutchinson, Sonja**, 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, Brakpan, at 439 Prince George Avenue, Brakpan, on 10 June 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1865, Dalpark Extension 6 Township, Registration Division IR, Transvaal, being 35 Etosha Avenue, Dalpark Extension 6, Brakpan, measuring 900 (nine hundred) square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising: Lounge, dining-room, three bedrooms, bathroom, kitchen and garage.

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

Hammond Pole & Dixon, for Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00047 (A047).]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Prenzler, Anton Johannes Lodewyk**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution dated 30 August 1993, the property listed herein will be sold in execution on Thursday, 9 June 1994 at 10:00, at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Certain Erf 1317, Birchleigh Extension 1 Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, situated on 1 Helm Street, Birchleigh, Kempton Park.

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

Improvements: Dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, garage, pool, driveway and a flat at the back.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff of the Supreme Court within 30 (thirty) days after the date of sale.

If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Plaintiff at 24,25% (twenty-four comma two five per centum) per annum and to the bondholders at the rate applicable to the bonds on the respective amounts of the award to the Plaintiff and the bondholder in the plan of distribution as from the expiration of one month after the date of transfer.

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, at 8 Park Street, Kempton Park.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, P.O. Box 367, Kempton Park. (Tel. 970-1000/6.) (Fax. 394-1987.) (Ref. Mr Katz/mr.)

Saak 207/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Teke Lucas Tabana**, Eerste Verweerder, en **Mamonono Elizabeth Tabana**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 3 Februarie 1994, 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 10 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 17809, Sebokeng, Eenheid 14-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 265 (tweehonderd vyf-en-sestig) 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 bepalinge van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.
Geteken te Vanderbijlpark hierdie 29ste dag van April 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1661/J. M. Pieterse/mev. Harmse.)

Saak 4108/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Beperk**, Eiser, en **B. J. Dumakude**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof, en 'n lasbrief vir eksekusie gedateer 1 Maart 1993, sal die ondervermelde eiendom op 3 Junie 1994 om 11:00, voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te: Die kantoor van die Balju, Vyfde Street 71, Fochville:

Erf 3443, Wedela, Registrasieafdeling IQ, Transvaal, groot 160 (eenhonderd en sestig) m².

Gedateer te Carletonville op hierdie 29ste dag van April 1994.

J. Moodie, vir Jooste, Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/S.26.)

Saak 8415/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Petrus Johannes Jacobus Venter**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 6 Desember 1993, die onderstaande eiendom te wete:

Erf 271, Daggafontein-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Nagtegaalstraat 18, Daggafontein, Springs, in eksekusie verkoop sal word op 3 Junie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sonkamer, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Motorhuis.

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

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/V 1787.)

Saak 4917/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **William Thabiso Tshetlo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 20 Augustus 1992, die onderstaande eiendom te wete:

Erf 13835, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 3 Junie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

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

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

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/T 373.)

Saak 9427/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Titus June Matshoba**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 22 Desember 1992, die onderstaande eiendom te wete:

Erf 13830, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 3 Junie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

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

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

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1510.)

Case 2187/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Moganambal Naidoo**, Defendant

On Monday, 13 June 1994, at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Germiston, at 72 Joubert Street, Germiston South, at which the Sheriff of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell the property known as:

Certain Section 10, as shown and more fully described on Sectional Plan SS15/1988 in the scheme known as Elandshof, in respect of the land and building or buildings situated at Georgetown Township, in the area of the Germiston Local Authority; 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, Registration Division IR, Transvaal, situated at B5 Golden Grove, Leipold Street, Germiston, measuring floor area 112 (one hundred and twelve) square metres in extent, held under Deed of Transfer ST564/93.

Improvements: The property consist of 5 (five) rooms also including kitchen, bathroom and a separate toilet (which improvements are not warranted or guaranteed) (hereinafter referred to as the property).

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff who was 15,25% (fifteen comma two-five) per cent per annum at the time of the preparation of these conditions from date of sale to date of payment.

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

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

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

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

L. C. Mansfield, for Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax: 907-2175.) (Ref: LCM/sj/F82/93.)

Saak 578/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS, GEHOU TE SPRINGS

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

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 14 Maart 1994 die onderstaande eiendom te wete:

Erf 369, Struisbult-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Gullstraat 42, Struisbult-uitbreiding 1, Springs, in eksekusie verkoop sal word op 3 Junie 1994, om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs:

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

Verbeteringe: Woonhuis van baksteengebou onder sinkdak bestaande uit sitkamer, TV-kamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Buite toilet.

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

Gedateer te Springs op hede die 20ste dag van April 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. Mnr. J. A. Kruger/SST/G798.)

Saak 8320/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Petrus Johannes van der Heever**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp en lasbrief vir eksekusie teen goed met datum 15 September 1993, sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 527, geleë in die dorp Ellaton, Registrasieafdeling IP, Transvaal, groot 798 vierkante meter, ook bekend as Bucklestraat 69, Ellaton, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee-vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie:

'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Motorafdek.

4. Voorwaardes van verkoop:

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

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

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Saak 8123/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Tefo Meshack Lekitlane**, Eerste Verweerder, en **Martha Matshidiso Lekitlane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 26 Oktober 1993, sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van:

Perseel 734, Jouberton-uitbreiding 6, Registrasieafdeling IP, Transvaal, groot 397 (driehonderd sewe-en-negentig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, **Nedcor Bank**.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit: Twee slaapkamers, badkamer, kombuis en sitkamer. Buitegeboue: Geen.

3. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

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

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente-gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Lochstraat 51, Meyerton, 1960, op Donderdag, 2 Junie 1994 om 10:00:

Eksekusiekrediteur—**Nedperm Bank Beperk**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoop 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 Meyerton, nagegaan mag word.

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

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

Saak: **3885/93**.

Vonniskuldenaar: **D. Venturi**.

Eiendom: Erf 349, Henley On Klip, Registrasieafdeling IR, Transvaal, en Erf 350, Henley On Klip, Registrasieafdeling IR, Transvaal.

Grootte van eiendom: Onderskeidelik 2975 en 3244 vierkante meter.

Beskrywing van eiendom: Onbeboude eiendomme.

Straatadres van eiendom: Erwe 349, en 350, Wargrave-Weg, Henley On Klip, distrik Meyerton, 1960.

Rente op vonniskuld: 18%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureurs, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/510.)

Case 26152/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mtutuzeli Mzwanele Ngcamu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of the Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 10 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 offices of the Sheriff, prior to the sale:

Certain Erf 3074, Wedela Extension 1, Registration Division IQ, Transvaal, measuring 237 (two hundred and thirty-seven) square metres, held by Certificate of Registered Grant of Leasehold TL22211/1991.

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: A dwelling consisting of two bedrooms, bathroom, kitchen and lounge. The yard is surrounded by a wire fence.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of sale.

Auctioneer's charges payable on the date 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 at 3% (three per centum) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50 (fifty rand).

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J43.)

Case 24087/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mncedisi Bransby Songwaxa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 10 June 1994 at 10:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain Erf 3633, Wedela Extension 1, Registration Division IQ, Transvaal, measuring 206 square metres, held by Certificate of Registered Grant of Leasehold TL687/1991.

15746—1

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: A dwelling consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale, auctioneer's charges payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 and a minimum fee of R50.

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J39.)

Case 26153/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nasihans Johannes Moatlhodi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of Potchefstroom, at the main entrance of the Magistrate's Court, Fochville, on 10 June 1994 at 11:00, 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 offices of the Sheriff prior to the sale:

Certain Erf 3376, Wedela Extension 1, Registration Division IQ, Transvaal, measuring 248 square metres, held by Certificate of Registered Grant of Leasehold TL64604/1991.

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: A dwelling consisting of two bedrooms, bathroom and kitchen.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale, auctioneer's charges payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 and a minimum fee of R50.

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J42.)

Saak 2706/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Masoale Lucas Maja**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 318, Elindinga-uitbreiding 1, geleë te Erf 318, Elindinga-uitbreiding 1, grootte 230 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 2515/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Jabulani Jeremia Kubheka**, Vonnisskuldenaar 1, en **Nkosana Johannes Kubeka**, Vonnisskuldenaar 2

As gevolg van 'n vonnis in die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in te tot Erf 1315, Tembisa-uitbreiding 4, geleë te Erf 1315, Tembisa-uitbreiding 4, grootte 471 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 1880/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Nicolas Jacobus Marais**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 449, Kempton Park-Wes, geleë te Erf 449, Kempton Park-Wes, grootte 681 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 2707/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Charles Lukhele**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 4552, Tembisa-uitbreiding 10, geleë te Erf 4552, Tembisa-uitbreiding 10, grootte 150 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 2705/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Jabulani Alfred Ngwenya**, Eerste Vonnisskuldenaar en **Mamsie Elina Ngwenya**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 4619, Tembisa-uitbreiding 10, geleë te Erf 4619 Tembisa-uitbreiding 10, grootte 190 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 2703/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Saambou Bank Bepark**, Vonnisskuldeiser, en **Elliot Nkosi**, Eerste Vonnisskuldenaar en **Thembeni Elizabeth Nkosi**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 527, Moteong, geleë te Erf 527, Moteong, grootte 265 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 1143/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

In die saak tussen **Nedcor Bank**, Eiser, en **Monesa David Kabi Mamatela**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 18 Februarie 1994, sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 260, Jouberton-uitbreiding 6-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 288 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans teame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit twee slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

Buitegeboue: Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 20ste dag van April 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

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

In die saak tussen **Saambou Bank Bpk.**, Vonnisskuldeiser, en **Madimetja George Masenya**, Eerste Vonnisskuldenaar, en **Francinah Beauty Nkabaneng Masenya**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 8 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 9 Junie 1994 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaars se reg, titel en aanspraak in en tot Erf 5466, Tembisa-uitbreiding 12, geleë te Erf 5466, Tembisa-uitbreiding 12, grootte 140 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 25 April 1994.

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

Saak 10054/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Itumeleng Silas Mogorosi**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 15 September 1993, sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 84, Jouberton-uitbreiding 5-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 364 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit twee slaapkamers, badkamer, kombuis, eetkamer.

Buitegeboue: Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

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

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

Saak 14330/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Kontso John Galane**, Eerste Verweerder, en **Aumary Mary Galane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 8 Maart 1994, sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 524, Jouberton-uitbreiding 1-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 401 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 28ste dag van April 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

Saak 119/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Kobus Brown**, Eerste Verweerder, en **Katrina Brown**, Tweede Verweerder
Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 September 1993 sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 600 geleë in die dorp Alabama-uitbreiding 1, Registrasieafdeling IP, Transvaal, groot 345 vierkante meter, ook bekend as Libanonstraat 33, Alabama.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer en kombuis.

Buitegeboue: Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 25ste dag van April 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

Saak 300/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Karel Hendrik Jacobs**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 7 Julie 1993 sal die ondervermelde eiendom op Vrydag, 10 Junie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 30, geleë in die dorp Dawkinsville, Registrasieafdeling IP, Transvaal, groot 656 vierkante meter, Ivan Walkerstraat 24, Dawkinsville.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit drie slaapkamers, badkamer, eetkamer en kombuis.

Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 25ste dag van April 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van den Berg, Hendrik Jacobus**, Execution Debtor, and **Van den Berg, Denise Myrtle**, 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 16 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 48, situated in the Township of Southdale, Registration Division IR, Transvaal, being 5 Folly Close, Southdale, Johannesburg, measuring 700 (seven 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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, two carports, 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 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/cb/VA262.)

Case 5592/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Joamin Investments CC** (CK88/15347/23), 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 14 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 Portion 2 of Erf 3, situated in the Township of Vandia Grove, Registration Division IR, Transvaal, being 67 Elgin Road, Vandia Grove, Randburg, measuring 3 965 (three thousand nine hundred and sixty-five) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room/"jacuzzi" spa, study, laundry, ironing room, separate toilet and shower, games room, bar room, two dressing rooms, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double carport, servant's room, servant's kitchen, bathroom, toilet, swimming-pool, tennis court, flatlet comprising of lounge/dining-room, bedroom, kitchenette, bathroom and separate toilet.

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

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

Dated at Johannesburg on this the 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/J115.)

Case 1301/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lepheane Simon Mathibela**, 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 16 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 all right, title and interest in and to the leasehold in respect of Erf 1938, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1938 Protea Glen Extension 1, Soweto, measuring 264 (two hundred and sixty-four) square metres.

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

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

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

Dated at Johannesburg on this the 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/cb/L.242.)

Saak 233/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Madlavana Samuel Qobisa**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 2 Februarie 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 3 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1427, Evaton Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 280 (tweehonderd en tagtig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Vanderbijlpark, en by die Eiser se prokureur, 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 26ste dag van April 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1671/J. M. Pieterse/mev. Harmse.)

**Saak 27662/92
PH 507**

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

In die saak tussen **Bankorp Beperk**, Eiser, en **De Beer, P. M.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 16 Junie 1994 om 10:00, by die kantore van die Balju, Johannesburg Noord, Marshallstraat 131, Johannesburg, van die ondergemelde eiendom:

Sekere Gedeelte 2 van Erf 64, Linden-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 735 (eenduisend sewehonderd vyf-en-dertig) vierkante meter, geleë te Agtste Straat 127, Linden.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: Drieslaapkamerhuis, slaapkamer met badkamer, grasdak, draad en houtpaal omheining met 'n baksteen oprit, bestaande uit: Sitkamer, eetkamer, TV-kamer, badkamer, toilet en kombuis. Buitegeboue bestaande uit: Twee bediendekamers, motorhuis, toilet, swembad en swembad (leeg).

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Johannesburg Noord, of die Eiser se prokureurs, mnre. Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/JM/RRD036.)

Case 139/93

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

In the matter between **Standard Credit Corporation Ltd**, Plaintiff, and **Gabriel Patata Tsolo**, Defendant

Sale in execution to be held at, the office of the Sheriff, Wonderboom to be held at, the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on 10 June 1994 at 11:00, of:

Certain Erf 1842, Soshanguve-L, Registration Division JR, Transvaal, measuring 405 (four hundred and five) square metres (t49656/92), held by Deed of Transfer T49656/92, the property is situated and known as 1842, Block L, Soshanguve.

Improvements comprise: A dwelling consisting of two bedrooms, bathroom with a toilet, kitchen and family-room.

Terms: 10% (ten per cent) cash on day of the sale and the balance against Transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Deputy Sheriff, Soshanguve.

W. J. van Niekerk, for Solomon Nicolson Rein & Verster Inc., Seventh Floor, NBS Building, 259 Pretorius Street; P.O. Box 645, Pretoria, 0001. (Ref. Mrs van Niekerk/rg/C1198.)

Case 2529/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the case between **Nedcor Bank Limited**, Plaintiff, and **Johannes Lodewicus Nienaber**, Defendant

In sale in execution of the undermentioned property is to be held at 19 Hertzog Street, Witbank Extension 3, on Friday, 10 June 1994 at 09:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, at 3 Rhodes Street, Witbank, no warranties are given with regard to the description and/or improvements.

Property: Erf 730, Witbank Extension 3 Township, Registration Division JS, Transvaal, known as 19 Hertzog Street, Witbank.

Improvements: Single storey, three bedrooms, kitchen, lounge, bathrooms, dining-room, study and five garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr du Plooy/LVDM/GT 1240.)

NOTICE OF SALES IN EXECUTION - IMMOVABLE PROPERTY

Sales in execution of the undermentioned properties are to be held at the offices of the Sheriff, 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00.

The Execution Creditor, in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to the judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division)

Full conditions of sale can be inspected at the offices of the Sheriff, Pretoria South, at Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad, and will be read out prior to the sale.

The Execution Creditor, Sheriff, and/or Plaintiff's attorneys do not give any warranties with regard to description and/or improvements.

1. **Case 4131/94.** (Ref: Mr Du Plooy/GT1299).

Execution Debtors: **Jonathan Charles Schmidt**, and **Mary Elenore Schmidt**.

Property: Erf 1108, Noordwyk Extension 10 Township, Registration Division JR, Transvaal, measuring 1 020 square metres, known as 1108 Birch Street, Noordwyk.

Improvements: Three bedrooms, kitchen, lounge, bathroom, dining-room, three garages and swimming-pool.

2. **Case 5593/94.** (Ref: Mr du Plooy/GT1353).

Execution Debtors: **Abraham Francois Kriel**, and **Leoni Kriel**.

Property: Unit 1 in the scheme known as Reeds 838, situated on Erf 838, The Reeds Extension 14, an undivided share in the common property, measuring 123 square metres, known as Unit 1, Reeds 838, 28 Bernardie Street, The Reeds.

Improvements: Three bedrooms, bathroom, kitchen, dining-room and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Saak 6841/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Phillippus Carel Prinsloo**, Eerste Verweerder, en **G. J. Prinsloo**, Tweede Verweerder, en **Gerphil Leeshulpentrum BK**, Derde Verweerder

'n Verkoop word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord), op 10 Junie 1994 om 11:00, van:

Hoewe 35, Montana, Registrasieafdeling JR, Transvaal, groot 2,1732 hektaar, gehou kragtens Akte van Transport T39516/1982, ook bekend as Hoewe 35, Dr. Van der Merweg, Montana, Pretoria.

Besonderhede word nie gewaarborg nie.

1. *Eerste woonhuis*: Mure, gedeeltelik siersteen met die res gepleister en geverf, ses slaapkamers, aparte toilet, twee sitkamers, TV-kamer, twee badkamers, eetkamer en studeerkamer, die vloere is bedek met volvloermatte en die kombuis en badkamer vloere is bedek met teëls.

2. *Tweede woonhuis*: Mure, gedeeltelik siersteen met die res gepleister en geverf, vier slaapkamers, sitkamer, TV-kamer, kombuis, badkamer, toilet en opwaskamer.

3. *Buitegeboue*: Drie garages, 'n groot afdak, bediendekamer en toilet.

4. Die eiendom is omhein met beton en draad.

Besigtig voorwaardes by Balju, Wonderboom.

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

Saak 20107/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk** Eiser, en **Theo Steyn Ateljee BK**, Eerste Verweerder, en **I. J. Steyn**, Tweede Verweerder, en **P. J. Steyn**, Derde Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 10 Junie 1994 om 11:00, van:

Gedeelte 1 van Erf 1567, geleë in die dorp Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1,4777 hektaar, gehou kragtens Akte van Transport T10572/1962 (beter bekend as Ben Viljoenstraat 90, Pretoria-Noord).

Besonderhede word nie gewaarborg nie.

Die eiendom is gesoneer vir woondoeleindes en verbeter met die oprigting van 'n woonhuis bestaande uit drie slaapkamers, twee badkamers, aparte toilet, aparte stort, sitkamer, eetkamer, TV/gesinskamer, studeerkamer, kombuis en opwaskamer.

Vloerbedekking: Sitkamer, TV/gesinskamer, studeerkamer en eetkamer is geteël, die kombuis en opwaskamer het novilon bedekking en die badkamers en slaapkamers het matte.

Buitegeboue bestaan uit: Dubbelmotorhuis, bediendekamer, toilet en stoorkamer. Die eiendom is omhein met klip- en baksteenmure.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

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

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die aansoek tussen **Keith James Lennon Dalton**, Applikant, en **Keith Dalton Associates**, trading as Landmark Projects, Respondent

Na aanhoor van die prokureur vir die Applikant, en die deurlees van die dokumente, gelas die Hof:

1. Dat die Respondent korporasie hiermee voorlopig gelikwedeer word in die hande van die Meester van die Hooggeregshof.

2. Dat 'n bevel nisi uitgereik word waarop die Respondent en alle belanghebbende persone geroep word om aan hierdie Hof op 26 Mei 1994 om 09:00, of so gou moontlik as wat die aangeleentheid aangehoor kan word, aan te voer waarom die respondent nie onder finale likwidasië geplaas moet word nie.

3. Dat die oorspronklike bevel deur die Applikant se prokureur onverwyld aan die Meester van die Hooggeregshof per aangetekende pos gestuur word.

4. Dat 'n afskrif van hierdie bevel ook onverwyld gestuur word aan die Respondent by sy geregistreerde adres geleë te 56 Goldmanstraat, Florida.

Gedateer te Roodepoort op hede die 29ste dag van April 1994.

Du Plessis & Culhane, Rexstraat 30, Roodepoort. (Verw. WDUP/svk.)

Case 17935/93
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Sokuyekwa, Boyboy James**, First Defendant, and **Sokuyekwa, Nomvula**, 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 1 June 1994 at 10:00, at the offices of the Sheriff, Alberton, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 1360, Spruitview Extension 1, Registration Division IR, Transvaal, held under Deed of Transfer T1581/89, situated at 1360 T A Nkosi Crescent, Spruitview Extension 1, Katlehong.

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

Improvements:

Three bedrooms, lounge, dining-room, kitchen and two bathrooms.

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 18% (eighteen 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, Germiston.

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg, 2000.
(Tel. 333-3521) (Fax. 333-2103.)

Case 17941/93
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mphahlele, Len**, 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 11:15, at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 6393, Vosloorus Extension 9, Registration Division IR, Transvaal, held under Deed of Transfer TL7595/90, situated at 6393 Inkenkane Street, Vosloorus Extension 9, 1468.

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

Improvements:

Single storey, walls plastered and painted, roof tiled, floor with carpets and novilon, lounge, dining-room, kitchen, two bedrooms, bath and toilet.

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 18% (eighteen 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, Boksburg.

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg, 2000.
(Tel. 333-3521) (Fax. 333-2103.)

Case 17930/93
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Van der Merwe, Ernst Hendrik**, First Defendant, and **Van der Merwe, Riana Marietha**, 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 26 May 1994 at 10:00, at the offices of the Sheriff, Fourth Floor, Standard Chambers, Germiston, to the highest bidder:

Portion 315 (portion of Portion 7/132), K.A.L. Klippoortjie Park, Registration Division IR, Transvaal, held under Deed of Transfer T2858/91, situated at 1 Suikerbos Place, Klippoortjie, Germiston, 1401.

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

Improvements: Walls plastered and painted, roof tiled, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage, w.c. and patio.

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 18% (eighteen 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, Germiston.

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg, 2000.
(Tel. 333-3521) (Fax. 333-2103.)

Case 1939/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Trevor Donald Green**, First Defendant, and **Melissa Lara Green**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 196, Van Dykpark Township, situated on 13 Akker Street Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, family room, two bedrooms, kitchen, bathroom with w.c., servant's room, w.c. and garage.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. A00112/Mrs Teixeira.)

Case 7724/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Erik Johann Bjorgan**, First Defendant, and **Anneen Joyce Bjorgan**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 November 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 721, Freeway Park Extension 1 Township, situated on 35 Brabant Road, Freeway Park, in the Township of Freeway Park, District of Boksburg, measuring 1 178 (one thousand one hundred and seventy-eight) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, family room, study, kitchen, scullery, laundry, four bedrooms, bathroom, bathroom with w.c. and a shower, w.c., staff room, three garages and two carports.

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 5th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. AF6324/Mrs Teixeira.)

Case 540/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Joao Carlos Abreu de Ponte**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 631, Van Dykpark Township, situated on 6 Cottontree Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and seventy-three) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen with scullery, three bedrooms, bathroom, bathroom with shower, w.c. with shower, w.c., patio, staff room, laundry, three garages, w.c. and shower.

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 5th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. A00087/Mrs Teixeira.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Peter William de Bruin**, First Defendant, and **Deborah Gail de Bruin**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 February 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1831, Sunward Park Extension 4 Township, situated on 10 Reed Place, Sunward Park Extension 4, in the Township of Sunward Park Extension 4, District of Boksburg, measuring 1 135 (one thousand one hundred and thirty-five) 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 an entrance-hall, lounge, dining-room, family room, kitchen, scullery, pantry, three bedrooms, bathroom with a w.c., shower with a w.c., servant's room, w.c. and a double garage.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. A00072/Mrs Teixeira.)

Case 10638/91

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Matthew Ronald Brown**, First Defendant, and **Beverley Dianne Brown**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 December 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 2405, Sunward Park Extension 5 Township, situated on 7 Kamferhout Street, Sunward Park Extension 5, in the Township of Sunward Park Extension 5, District of Boksburg, measuring 1 440 (one thousand four hundred and forty) 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 an entrance-hall, lounge, family room, dining-room, porch, three bathrooms, kitchen, jacuzzi, four bedrooms, dressing-room, shower with w.c., three garages, staff room, laundry, scullery, breakfast nook, w.c., granny flat consisting of a bedroom, lounge, kitchen and bathroom with w.c.

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 5th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. AF5080/Mrs Teixeira.)

Case 14034/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Gary John Daschner**, First Defendant, and **Johanna Francina Daschner**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 February 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 765, Dawn Park Extension 2 Township, situated on 25 Tsesebe Street, Dawn Park Extension 2, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 802 (eight hundred and two) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, two bedrooms, bathroom with a w.c. and an outside w.c.

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 5th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. A00064/Mrs Teixeira.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Anthony Hodgson**, First Defendant, and **Pamela Ann Hodgson**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 492, Boksburg South Extension 3 Township, situated on 10 Dudley Smith Street, Boksburg South Extension 3, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 1 108 (one thousand one hundred and eight) square metres.

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

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

The conditions of sale:

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

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

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

Hammond-Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631) (Ref. A00085/Mrs Teixeira.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Jacobus Olckers**, First Defendant, and **Charlene Grace Olckers**, Second Defendant

On 13 June 1994 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1, Elspark Township, Registration Division IR, Transvaal, measuring 1 025 (one thousand and twenty-five) square metres, also known as 1 Partridge Street, Elspark, Germiston (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage, two car-ports, swimming-pool and servants' quarters.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19% (nineteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on the 5th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MO0003/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Francois de Vaal**, First Defendant, and **Maria Catarina de Vaal**, Second Defendant

On 13 June 1994 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 555, Tedstoneville Township, Registration Division IR, Transvaal, measuring 773 (seven hundred and seventy-three) square metres, also known as 35 Arend Street, Tedstoneville, Germiston (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached double storey brick built residence under iron roof comprising eight rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising two garages, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma twenty-five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on the 6th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MD0017/Miss Kent.)

Case 7897/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Gregory Brian Khan**, First Defendant, and **Helen Irma Khan**, Second Defendant

In pursuance of a judgment in the Court, for the Magistrate of Boksburg, on 16 August 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff 182, Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 265, Delmore Park Extension 2 Township, situated on 36 Du Preez Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 325 (three hundred and twenty-five) square metres.

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

The conditions of sale:

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

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

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

Hammond, Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6330/Mrs Teixeira.)

Saak 20395/93

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Mnr. M. S. Masombuka**, handeldrywende as Soulsher's Battery Rebuild and Tyre Services, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 Januarie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 3 Junie 1994 om 11:00:

Erf 25, Blok F, Soshanguve, groot 500 vierkante meter, gehou kragtens Sertifikaat van Huurpag 2476/91, die eiendom is ook beter bekend as 25 Blok F, Oos-Soshanguve.

Plek van verkoping: Die verkoping sal plaasvind te die kante van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord), net Noord van Sasko Meule.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder teëldak, bestaande uit drie slaapkamers, sit-/eetkamer, studeerkamer, toilet en motorhuis.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

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

G. Van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Van den Burg/LVDW/F7486/B1.)

Case 14428/93
PH 273

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Henning, Olivier Johannes**, Defendant

In execution of a judgment of the above Court, in the above matter, a sale in execution will be held on 26 May 1994 at 10:00, of the undermentioned property at 8 Park Street, Kempton Park, to the highest bidder:

Certain Holding 14 Agricultural Holdings, Hillrise, Registration Division IR, Transvaal, measuring 3,2883 hectares, held under Deed of Transfer T22530/1979.

The property is unimproved.

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 (thirty) days from the date of sale, subject to a reserve price of R30 000.

Conditions: The full conditions of sale will be read out by the Sheriff, Kempton Park, immediately before the sale and lie for inspection at the said Sheriff's offices.

Dated at Johannesburg on this the 15th day of April 1994.

Edgar Salmon & Salmon, Plaintiff's Attorneys, 801 Kelhof, 112 Pritchard Street, P.O. Box 4199, Johannesburg. (Tel. 333-9501.) (Ref. Mr H. Salmon/as.)

Case 51994/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Malcolm Kinnear**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suite, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 15 June 1994 at 10:00, to the highest bidder:

Certain Section 1, as shown and more fully described on Sectional Plan SS228/87, in the scheme known as Fleetwood 2, in respect of the ground and building situated at Morelettapark Extension 4, Registration Division JR, Transvaal, measuring 138 square metres, situated at 1 Fleetwood 2, 683 Tetra Street, Morelettapark Extension 4.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the rules proclaimed thereunder and of the regulations of the Title Deeds Act, where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Duet, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

Outbuilding: Single garage.

Common facilities: Swimming-pool, garden, parking and drying area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 9th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1012.)

Case 1006/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Christiaan Ernest Schutte**, First Defendant, and **Wanda Schutte**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suite, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, Bon Accord, old Warmbaths Road, on 24 June 1994 at 11:00, to the highest bidder:

Certain Erf 1291, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, situated at 143 Jack Hindon Street, Pretoria North.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the rules proclaimed thereunder and of the regulations of the Title Deeds Act, where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, pantry, study, four bedrooms, two bathrooms, shower, two w.c.'s, entrance-hall, living-room, scullery, laundry and dressing. Flatlet, three bedrooms, kitchen and lounge.

Outbuilding: Three garages and two outbuildings.

Other: Aluminium awning, bbq, borehole, Swimming-pool, brick screenwall and brick paving.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this 9th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1127.)

Case 64069/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Richard Charles Freyer**, Defendant

Persuant to a judgment of the above Honourable Court dated 18 January 1994; and a warrant of execution dated 7 February 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 17 June 1994 at 10:00, in front of the Court-house, Fox Street-entrance:

Certain Erf 145 Suideroord Township, Registration Division IR, Transvaal, situation 51 Maritz North Street, Suideroord.

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

Improvements: A dwelling of brick and plaster under a tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, study and two bathrooms (mes), area 1 000 square metres, property's held under Deed of Transfer T18467/86.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 2nd day of May 1994.

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3334/COLL/MP/VV.)

Case 19049/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Christina Mapanga NO**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Section 2, Northview, 45 Richard Avenue, Halfway House, on Wednesday, 8 June 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 8 of Erf 72, Kelvin Township, Registration Division IR, Transvaal (also known as 36 Eastway Road, Kelvin), measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T11605/92, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of entrance-hall, lounge, study, family room, kitchen, four bedrooms, two bathrooms/w.c./shower, two car-ports, servant's room with bathroom and swimming-pool.

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

Dated at Pretoria this 9th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1468/93.)

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

In the matter between **Osborne: Leonard Dennison**, Plaintiff, and **Cave: Graeme Woodley**, Defendant

In execution of judgments of the Supreme Court of South Africa (Witwatersrand Local Division) obtained by Osborne: Leonard Dennison, sale with reserve will be held at the office of the Sheriff of Sandton and Midrand, at Momentum/Fluor House (Ground Floor), 100 Grayston Drive, Sandown, Sandton on Friday, 10 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 sale, and which may be inspected at the office of the Sheriff of Sandton and Midrand, prior to the sale:

Property: Erf 131, Petervale Township, Registration Division IR, Transvaal, area 3 965 (three thousand nine hundred and sixty-five) square metres in extent, situated at 71 Cowley Road, Petervale, Sandton.

Improvements (not guaranteed): A house with entrance-hall, lounge, dining-room, family room, four bedrooms, bathroom, kitchen, pantry, laundry, kitchen recently retiled, new geyser and new fitted carpets.

Outbuildings: Two lockable garages, two servants' rooms, bathroom/w.c., flood lit tennis court, practice wall, swimming-pool and walled property with metal gates.

Dated on the 2nd day of May 1994.

L. D. Osborne, P.O. Box 1461, Randburg, 2125. [Tel and fax. (011) 883-5881.]

Saak 2260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (Reg. No. 51/00009/06), Eiser, en **Freddy Maketa**, Eerste Verweerder, en **Nomula Martha Maketa**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 Mei 1993, die Verweerdere se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2271, in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 270 (tweehonderd en sewentig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die 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 4de dag van Mei 1994.

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

Saak 3839/94

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

In die saak tussen **Saambou Bank Bepark**, Eiser, en **Glen George**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 14 Junie 1994 om 10:00 verkoop word deur die Balju te Terracegebou, Eerste Verdieping, Eaton Terracestraat 1, New Redruth, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 307, Brackenhurst-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter (ook bekend as A. G. Visserstraat 36, Brackenhurst, Alberton).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sit-/eetkamer, drie slaapkamers, badkamer/stort/toilet, stort/toilet, kombuis, wassery, motorhuis, bediendekamer en toilet.

Datum: 9 Mei 1994.

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

Saak 13952/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Chabangu Sibongile Gladys**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 16 Junie 1994 om 10:00 verkoop word deur die Balju te De Klerk Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 103 van Erf 5447, Ennerdale-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 535 (vyfhonderd vyf-en-dertig) vierkante meter, ook bekend as Samuelstraat 32, Ennerdale-uitbreiding 9.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, een en 'n half badkamer en kombuis.

Datum: 9 Mei 1994.

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

Saak 2527/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Moloi Ezekiel Motlalepula**, Eerste Verweerder, en **Moloi Makgauta Martha**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 16 Junie 1994 om 10:00 verkoop word deur die Balju te De Klerk Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 5714, Ennerdale-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter, ook bekend as Geraniumsingel 6, Ennerdale-uitbreiding 8.

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

Datum: 9 Mei 1994.

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

Saak 6370/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ntombela Zodwa Anna**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweederes se reg op huurpag in die volgende eiendom op 17 Junie 1994 om 11:15 verkoop word deur die Balju te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 52, Vosloorus-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 320 (driehonderd en twintig) vierkante meter, geleë te Isikhebeststraat 52, Mailula Park 52, Vosloorus-uitbreiding 3.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sit-/eetkamer, twee slaapkamers, badkamer/toilet, kombuis, motorhuis, twee bediendekamers met badkamer.

Datum: 9 Mei 1994.

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

Saak 265/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Immanuel Mooiland Boerdery BK**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 7 September 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Julie 1994 om 10:00, te Landdroshof, Nelspruit, naamlik:

Restant van Gedeelte 1 van die plaas Mooiland 294, Registrasieafdeling JT, Transvaal, Schagen, distrik Nelspruit.

Verbeterings (nie gewaarborg nie): Nuut geboude woning bestaande uit: Kombuis, hoofslaapkamer met eie badkamer, twee slaapkamers, stoep, studeerkamer, TV-kamer, eet- en sitkamer, badkamer en dubbelgarage.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserve en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Belmont Villas, Suite 302, Paul Krugerstraat 15, Nelspruit, met telefoonnommer (01311) 2-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 5de dag van Mei 1994.

P. C. Swanepoel, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. Pieter Swanepoel/LL/E125/92.)

Case 3553/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **James Gordon Ross**, Defendant

A sale in execution will be held on Friday, 10 June 1994 at 10:00, by the Sheriff for the Supreme Court, Bronkhorstspuit, at the office of the Magistrate's Court, Bronkhorstspuit, of:

Holding 28, Bashewa Agricultural Holdings, Registration Division JR, Transvaal, in extent 4,2883 hectares, known as Plot 28, Bashewa.

Particulars are not guaranteed: Vacant plot.

Inspect conditions at Sheriff for the Supreme Court, Bronkhorstspuit, 41 Cornelis Street, Bronkhorstspuit.

MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/C-401343/JAA/M. Oliphant.)

Case 0024/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Phillip Jacobus Engela**, First Defendant, and **Ester Susanna Engela**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 June 1994 at 11:00:

Erf 724, situated in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 1 055 (one thousand and fifty-five) square metres, known as 14 Fairer Street, The Orchards.

Particulars are not guaranteed.

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

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-397513/J. A. A. M. Oliphant.)

Case 611/93

IN THE MAGISTRATE'S COURT OF WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gudwane Albert Sigudhla**, First Defendant, and **Nondanyane Agness Sigudhla**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 June 1994 at 11:00:

All right, title and interest in and to the leasehold in respect of Erf 20685, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, known as Erf 20685, Mamelodi.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms and a bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-404814(360911)/JAA/M. Oliphant.]

IN THE MAGISTRATE'S COURT WONDERBOOM

In the matter between **ABSA Bank Limited (Trustbank Division)**, Plaintiff, and **Andries Jacobus Myburgh**, First Defendant, and **Lydia Myburgh**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 June 1994, at 11:00, of:

Remaining extent of Erf 1059, in the Town Pretoria North, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 209 Jack Hindon Street, Pretoria North.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, single garage and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401313/JAA/J. S. Herbst.)

Case 18617/94

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **ABSA Bank Limited (Allied Division)**, Plaintiff, and **Johannes Hercules Blignaut**, First Defendant, and **Esther Margaret Blignaut**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 9 June 1994, at 10:00:

Erf 393, in the Town Danville, Registration Division JR, Transvaal, measuring 496 square metres, known as 206 Dannhauser Street, Danville.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404801/JAA/J. S. Herbst.)

Saak 1722/94

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

In die saak tussen **Saambou Bank Beperk** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Malose John Tindisa**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 1 Maart 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 10 Junie 1994 om 11:00 by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word.

Sekere: Reg, titel en belang in die onroerende eiendom bekend as Erf 1155, Blok FF, geleë in die woongebied van Soshanguve met straatadres bekend as Erf 1155, Blok FF, Soshanguve.

Groot: 550 (vyfhonderd-en-vyftig) vierkante meter.

Gehou: Gehou kragtens Sertifikaat van reg van Huurpag 288/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, drie slaapkamers, badkamer, kombuis en woonkamer sonder geriewe.

Die wenslike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslagselde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 2de dag van Junie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum, Van der Waltstraat, Pretoria, 1030. (Verw. mnr. Snyman/Marie/R9536.)

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 **Moses Molahlwa Nkwana**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 22 Februarie 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 10 Junie 1994 om 11:00 by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word.

Sekere: Erf 2605, Soshanguve GG, Registrasieafdeling JR, Transvaal, met straatadres bekend as Erf 2605, Blok GG, Soshanguve.

Groot: 587 (vyfhonderd sewe-en-tagtig) vierkante meter.

Gehou: Gehou kragtens Akte van Transport T12631/93.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, drie slaapkamers, kombuis, badkamer en waskamer sonder geriewe.

Die wenslike verkoopvoorwaardes is:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 3de dag van Mei 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum, Van der Waltstraat, Pretoria, 1030. (Verw. mnr. Snyman/Marie/R9507.)

Saak 7219/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.**, 86/04794/06, handel drywend as Allied Bank, Eiser, en **N. M. Tjeeko**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 3 Maart 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju Landdroshof, Vanderbijlpark aan die hoogste bieder op 3 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 21315, Sebokeng, Gebied 14-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 3231 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer en toilet, kombuis, sitkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping;

2.2 Die balans is betaalbaar in kontant binne 21 (een-en-twintig dae) vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig dae) na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju Landdroshof, Vanderbijlpark 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 Landdroshof, Vanderbijlpark en die Eiser se Prokureur, en sal deur die Balju Landdroshof voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark op hierdie 9de dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. A. 231/R. Ellis.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Vuzimuzi Stephen Nkosi**, First Defendant, and **Keli Mareea Nkosi**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 12 February 1993 and warrant of execution served on 21 March 1994, the undermentioned property will be sold on 8 June 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1983, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as site 1983, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

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

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

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

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

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

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1174.)

Case 7710/94

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

In the matter between **The Town Council of Krugersdorp**, Execution Creditor, and **Ruwy Ontwikkelaars CC**, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Krugersdorp and writ of execution dated 16 February 1994, the following property will be sold in execution on Wednesday, 22 June 1994 at 10:00, in the front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 1832, Noordheuwel Extension 2 Township, Registration Division IQ, Transvaal, measuring 1200 (one thousand two hundred) square metres, held by Deed of Transfer T36010/1992, known as 59 Roggeveld Street, Noordheuwel, Krugersdorp.

Upon which there is said to be erected: A detached single-storey dwelling-house under tile roof and consisting of three bedrooms, lounge, dining-room, family room, two bathrooms and kitchen. The outbuildings consist of a double garage, servant's room and toilet. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mv/K2236.)

Case 8314/93

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

In the matter between **The Town Council of Krugersdorp**, Execution Creditor, and **J. J. Locke**, First Execution Debtor, and **C. S. M. Locke**, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Krugersdorp and writ of execution dated 16 February 1994, the following property will be sold in execution on Wednesday, 22 June 1994 at 10:00, in the front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 326, Wentworth Park Township, Registration Division IQ, Transvaal, measuring 763 (seven hundred and sixty-three) square metres, held by Deed of Transfer T38033/1992, known as 46 Timber Street, Wentworth Park, Krugersdorp.

Upon which there is said to be erected: A detached single-storey dwelling-house under tile roof and consisting of four bedrooms, dining-room, lounge, bathroom and kitchen. The outbuildings consist of a garage, servant's room and toilet. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mv/K2366.)

Case 581/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **Saambou Bank Limited**, Plaintiff, and **Jacques Jacobus Willemse**, First Defendant, married in community of property to **Magrietha Albertha Willemse**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 14 February 1994, and writ of execution dated 14 February 1994, the following property will be sold in execution on Wednesday, 15 June 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1780, Mayberry Park Township, Registration Division IR, Transvaal, street address 7 Brodsoring Street, Mayberry Park, Alberton, measuring 992 square metres, held by Deed of Transfer T43151/1993 dated 23 September 1993.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance-hall, lounge, passage, kitchen, three bedrooms and two bathrooms.

Outbuildings: Two garages and servants' quarters.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 15,75% (fifteen comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 5th day of May 1994.

B. J. Van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 26454/91**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Zebrina Park (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Randburg, at Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on 7 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 125 (a portion of Portion 3) of the farm Zevenfontein 407, Registration Division JR, Transvaal, area 8,8771 hectares, situated at Portion 125 (a portion of Portion 3) of the farm Zevenfontein.

Improvements (not guaranteed): A vacant erf.

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 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorney, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 4299/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **V. M. Griffin**, Plaintiff, and **S. C. van Zyl**, Defendant

In pursuance of the judgment in the Court of the Magistrate, Kempton Park, and a warrant of execution dated 23 March 1993, the property listed hereunder will be sold in execution on 30 June 1994 at 10:00, in front of the offices of the Sheriff, 8 Park Street, Kempton Park:

Erf 180, Bonaero Park, Registration Division IR, Transvaal, also known as 84 Bonaero Drive, Bonaero Park, measuring 796 square metres.

The property shall be sold voetstoots to the highest bidder, without reserve, and subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

The purchaser shall pay 10% (ten per cent) of the purchase price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest thereon subject to the bank's current lending rates from the date of sale to date of payment thereof, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

The following improvements are situated on the property: A dwelling-house consisting of lounge, dining-room, two bathrooms, two toilets, kitchen, three bedrooms, garage and driveway, all under one roof.

P. A. Cronje, Plaintiff's Attorney, Permanent Plaza, Voortrekker Street, Kempton Park. (Ref. PvN/B1965/93.)

Case 12978/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wangra, Christo Sandy**, 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, 10 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 Erf 57, Toekomsrus Township, Registration Division IQ, Transvaal, situated at 36 Ruby Street, Toekomsrus, area 317 (three hundred and seventeen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge/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 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. OZ4E/mgh/tf.)

Case 05445/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lagios, George**, 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 10 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 501, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, situated at 10 Dewetshof Place, Hurlingham Extension 5, area 813 (eight hundred and thirteen) square metres.

Improvements (not guaranteed): Three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, swimming-pool, 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 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 the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. SN61/mgh/tf.)

Case 19226/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petersen, Ronald Enver**, Defendant

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

Certain Erf 3003, Eldoradopark Extension 3 Township, Registration Division IR, Transvaal, situated at 639 Olienhout Avenue, Eldoradopark Extension 3, area 286 (two hundred and eighty-six) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 3rd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ101E/mgh/tf.)

Case 01219/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sithole, Xanisekane Paulina**, Defendant

In execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 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 at the office of the Sheriff, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 519, Seotloana Township, Registration Division IR, Transvaal, situated at Erf 519, Seotloana Section, Tembisa, area 258 (two hundred and fifty-eight) square metres.

Improvements (not guaranteed): Toilet, bathroom, dining-room, two bedrooms, kitchen and two outside rooms.

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

Dated at Johannesburg on this the 29th day of April 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP13/mgh/tf.)

Case 01988/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marchesi, Sean Damian**, 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, Midrand, at Unit 2 Northview, 45 Richard Drive, Halfway House, Midrand, on Wednesday, 8 June 1994 at 14:30, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 2 of Erf 338, Buccleuch Township, Registration Division IR, Transvaal, situated at 2A Anthony Avenue, Buccleuch, area 1 487 (one thousand four hundred and eighty-seven) square metres.

Improvements (not guaranteed): A vacant stand.

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

Dated at Johannesburg on this the 4th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. SN60E/mgh/tf.)

Case 24739/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Edwards, Karen**, 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, 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 at the office of the Sheriff, prior to the sale:

Certain Erf 1337, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation 53 Second Street, Bezuidenhout Valley North, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, lounge, two garages, jacuzzi, staff quarters, property enclosed, 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 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 2nd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR014E/mgh/tf.)

Case 17356/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Coleman, Laurence Bennett**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 8 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 22, Roodekop Township, Registration Division IR, Transvaal, measuring 805 m², held by the Defendant under Deed of Transfer F9238/1971, being 262 Nederveen Highway, Leondale, Germiston.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., two garages and outside w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72048/Ms Isola/Ms Glyn/plr.)

Case 13698/93

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 **Abraham Petrus Louw Kotze** First Defendant, and **Esther Joan Kotze**, 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 main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 3 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on 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:

Portion 982 (portion of Portion 241) of the farm Vyfhoek 428, Registration Division IQ, Transvaal, measuring 5 077 m², held by the Defendants under Deed of Transfer T33733/1983, being 241 Drive Inn Road, Vyfhoek Agricultural Holdings.

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

The dwelling consists of lounge, dining-room, family room, kitchen, pantry, scullery, six bedrooms, linen room, passage, four bathrooms/w.c., work room, play room, entertainment area, six garages, servant's room, bathroom/w.c. and storeroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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) 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. Z41601/FCLS/Mr Brewer/djl.)

Case 22311/93

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 **Steyn, Jacobus Frederick**, First Defendant, and **Steyn, Eleanor Gail**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 8 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 755, Verwoerdpark Extension 2 Township, Registration Division IR, Transvaal, measuring 892 m², held by the Defendants under Deed of Transfer T17034/1975, being 35 Keurboom Street, Verwoerdpark Extension 2, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, three showers/w.c., bathroom/w.c., kitchen, single garage, servant's room and outside shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74525/Ms Isola/Ms Glyn/cvdm.)

Case 07415/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Beckmann, Carl Ludwig**, First Defendant, and **Beckmann, Hester Cecilia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 153, Flora Gardens Township, Registration Division IQ, Transvaal, measuring 1 285 m², held by the Defendants under Deed of Transfer T12438/1989, being 39 Anemone Street, Flora Gardens, Vanderbijlpark.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, kitchen, double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z33101/FCLS/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mahwayi Risimati Colourboy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 15 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on 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 Erf 9603, Kagiso Township, Registration Division IQ, Transvaal, measuring 380 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL35431/1991, being 9603 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, two bathrooms/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72915/FCLS/Mr Brewer/djl.)

Case 19367/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sekenyanze Ezekiel Mogaki**, First Defendant, and **Maphefo Emily Mogaki**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 10 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carltonville:

The right of leasehold in respect of Erf 140 Khutsong Extension 1, Registration Division IQ, Transvaal, measuring 375 m², held by the Defendants under Deed of Transfer T84486/1991, being 140 Khutsong Extension 1, Carltonville.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76201/FCLS/Mr Brewer/djl.)

Case 18175/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Rakitta, Makgatho Moses**, First Defendant, and **Rakitta, Mosiameemeng 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 of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 15 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on 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 Erf 10644, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 297 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL54815/1988, being 10644 Kagiso Extension 6, Krugersdorp.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72712/FCLS/Mr Brewer/djl.)

Case 35399/91
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 **Van Emmenis Johann**, First Defendant, and **Van Emmenis Barendina Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 9 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 64, Bedworth Park, Registration Division IQ, Transvaal, measuring 2 084 m², held by the Defendants under Deed of Transfer T41024/1988, being 9 Doreas Street, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, laundry, family room, three bedrooms, bathroom/w.c., bathroom/shower/w.c., double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z38755/FCLS/Mr Brewer/djl.)

Case 15880/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokoena Molefi David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1043, Lakeside Evaton Township, Registration Division IQ, Transvaal, measuring 302 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL60138/1990, being 1043 Lakeside, Evaton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71476/FCLS/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Steyn Petrus Paulus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Plot 2, Rosashof Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,1516 hectares, held by the Defendant under Deed of Transfer T16412/1990, being Plot 2, Rosashof Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, four bedrooms, two bathrooms/w.c., separate w.c., kitchen, garage, servant's room and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71838/FCLS/Mr Brewer/djl.)

Case 5522/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Isaac Dinte Radebe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 3 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12815, situated in the Town Sasolburg Extension 19, District of Parys, measuring 644 m², held by the Defendant under Deed of Transfer T452/1992, being 63 Ruhr Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z60930/FCLS/Mr Brewer/djl.)

Case 11569/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Masekane Alpheus Thubakgala**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 8 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court of Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 867, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL74533/1989, being 867 Jouberton Extension 6.

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

The dwelling consisting of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z69948/FCLS/Mr Brewer/djl.)

Case 9060/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ngema Mandlakaise John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1522, Zone 6, Extension 3, Sebokeng Township, Registration Division IQ, Transvaal, measuring 310 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL70750/1989, being 1522 Zone 6, Extension 3, Sebokeng.

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

The dwelling consisting of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z66965/FCLS/Mr Brewer/djl.)

Case 19357/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Roos Kenneth Martin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 10 June 1994 at 14:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein at 40 Park Street, Randfontein.

Portion 37 (a portion of Portion 5) of the farm Wildfontein 52, Registration Division IQ, Transvaal, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T39569/1991, being Plot 37, Wildfontein, Randfontein.

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

The dwelling consist of entrance-hall, lounge, dining-room, four bedrooms, bathroom/w.c., kitchen, scullery and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z73525/FCLS/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wemyss Thomas Charles Kenny**,
First Defendant, and **Wemyss Agnes Mcewan**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 8 June 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 Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Stand 1803, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, measuring 1 137 m², held by the Defendants under Deed of Transfer T53597/91, being 23 Hogsback Place, Albertsdal Extension 6, Alberton.

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

The dwelling consist of entrance-hall lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, two garages and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.
(Tel. 836-5251) (Ref. Z63852/Ms Isola/Ms Glyn/hs.)

Case 20051/93

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

In the matter between **Nedcor Bank Limited**, trading inter alia as NEFIC, Plaintiff, and **Viendonna Residential CC**, First Defendant, and **Gordon Hiliard Naphtali**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 16 June 1994 at 10:00, of the undermentioned property of the First Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erven 234 and 236, Berea Township, Registration Division IR, Transvaal, each erf measuring 495 square metres, situated at 25 and 27 Abel Road, between Fife Avenue and Tudhope Avenue, Berea, Johannesburg.

Improvements (not guaranteed): Well maintained residential hotel building constructed on ground and one upper floor level. Ground floor level comprises a reception lobby, bar/disco, toilet facilities for males and females, a second bar which accommodates pool tables, a kitchen and storage facilities. First floor level comprises twenty rooms with bathrooms.

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

Dated at Johannesburg on this the 3rd day of May 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Small Street, Johannesburg. (Tel. 792-5242.) (Ref. P. F. Daly/ij/NW1106.)

Saak 6914/92

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

In die saak tussen **Rosslyn Shopping Centre**, Eiser, en **Dr A. en M. Adam**, Verweerders

Geliewe kennis te neem dat die ondergenoemde artikels op Maandag, 30 Mei 1994 om 10:00, verkoop sal word te Gedeelte 83, De Onderstepoort (noord van Sasko Mills), ou Warmbadpad, Bon Accord, per openbare veiling ingevolge 'n vonnis van hierdie Agbare Hof en lasbrief vir eksekusie, naamlik:

1 x 3 sitkamerstel, 1 x 2 laai staal lessenaar (beskadig), 1 x 5 laai liasseerkabinet, 1 x Cafe Bar koffiemasjien, 1 x hout trollie, 1 x 3 laai houtkassie, 2 x 2 laai staalkassies, 1 x 1 laai staalkassie, 1 x plastiek stoel, 2 x staalrakke, 1 x 2 sitplek bank, 1 x trollie, 1 x kantoorstoel, 1 x ondersoek bed, 1 x hout lessenaar met sytafel, 1 x 1 x Epson LQ850 drukker, 1 x 2 laai vertoonkas, 1 x Indesit yskas, 1 x hout tafel, 1 x National lugversorger en 1 x leer stoel sonder kussing.

Geteken te Pretoria-Noord op hierdie 28ste dag van Februarie 1994.

Smuts, Uys & Van der Schyff, Prokureurs vir Vonnisskuldeiser, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Pretoria-Noord. (Tel. 546-2331/2.) (Verw. JVDS/SOC/432.)

Saak 199/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Germiston en 'n lasbrief vir eksekusie gedateer 21 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Maandag, 13 Junie 1994 om 10:00, by die Baljukantore, Joubertstraat 72, Germiston, aan die hoogste bieder:

Sekere Gedeelte 6 van Erf 675, dorpsgebied Marais Steynpark, Registrasieafdeling IR, Transvaal, in die distrik Germiston, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette en aantrekkamer. Buitegeboue bestaan twee motorhuise en plaveisel.

Voorwaardes van verkoop:

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

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

Gedateer te Kempton Park op hierdie 4de dag van Mei, 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., p.a. NBS Bank Bpk., Presidentstraat 78, Germiston. (Tel. 394-5627.) (Verw. mev. Lawrence/N896/CDN553.)

Saak 112/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **Irene Muller**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 116, 'n gedeelte van Gedeelte 30 van die plaas Rietfontein 31, Registrasieafdeling IR, Transvaal, in die distrik, Kempton Park, groot 1,4719 (een komma vier sewe een nege) hektaar.

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

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 4de dag van Mei, 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N888/CDN546.)

Saak 3247/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 882, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 082 (eenduiseid twee-en-tagtig) vierkante meter.

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

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N914/CDN571.)

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **M. A. du Plooy**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljुकantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 49, Aston Manor-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, vier slaapkamers, kombuis en studeerkamer. Buitegebou bestaan uit twee motorhuise, oprit en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1215/CDS210.)

Saak 3141/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Raymond Modupi Selepe**, Eerste Verweerder, en **Elizabeth Marutlakana Selepe**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljुकantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerders in Erf 767, Umfuyaneni-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 291 (tweehonderd een-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis. Buitegeboue bestaan uit geen en is omhein.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1345/CDS320.)

Saak 2756/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **B. B. Mbobo**, Eerste Verweerder, en **N. S. Maduna**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljुकantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerders in Erf 1283, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 285 (tweehonderd vyf-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, drie slaapkamers en kombuis. Buitegeboue bestaan uit geen en is omhein.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1235/CDS219.)

Saak 3143/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Pietbooi Themba Ngema**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 309, Ibaxa-dorpsgebied; Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 241 (tweehonderd een-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis. Buitegebou bestaan uit geen en is omhein met mure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1347/CDS318.)

Saak 1103/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen **Weiss, Combrink & Vennote**, Eiser, en **S. D. Montsho**, Verweerder

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

Sekere huis bestaande uit bakstene en sinkdak, sitkamer, kombuis, vier slaapkamers, Kgale Section, Phokeng.

'n Substansiële bouverenigingverband kan gereël word vir goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Geregsbode, Bafokeng.

C. M. Weiss, for Weiss Combrink & Vennote, Steenstraat 19, Rustenburg.

Case 1103/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BAFOKENG HELD AT TLHABANE

In the matter between **Weiss, Combrink & Partners**, Plaintiff, and **S. D. Montsho**, Defendant

Sale in execution to be held at the Magistrate's Court, Tlhabane, Tlhabane, on 3 June 1994 at 10:00:

Certain house consist of brick and sink roof, sitting-room, kitchen, four bedrooms, Kgale Section, Phokeng.

A substantial building society bond can be arranged for an improved purchaser.

Terms: 10% (ten per centum) in cash on day of sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Messenger of the Court, Rustenburg.

C. M. Weiss, for Weiss Combrink & Partners, Strydom Building, First Floor, 128 Burger Street, Rustenburg; P.O. Box 334, Rustenburg.

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

In the matter between **G. Stansfield Consec Services CC**, Plaintiff, and **Ahmed Ismail Munshi Ebrahim**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 25 February 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 June 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1132, Leachville Extension 1, situated on 68 Etosha Avenue, in the Township of Leachville Extension 1, District of Brakpan, measuring 969 (nine hundred and sixty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c and an outside w.c.

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

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

Dated at Benoni on this the 2nd day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. C0040H/A. Hartman.)

Case 69116/91
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Joseph Mongala**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 4 October 1993, will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Erf 201 (now known as Erf 6693), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 297 (two hundred and ninety-seven) square metres, situated at 201 (now known as 6693), Emdeni Extension 2, Soweto.

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

Residence, single storey, built of bricks and painted plaster under 18 degree pitched tiled roof. *Floors:* Granolite floors, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None.

Improvements: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6058.)

Case 23406/90
PH 157

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited Reg. No. 87/01384/06), Judgment Creditor, and **Mandla Sydney Mazibuko**, First Judgment Debtor, and **Beauty Mazibuko**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 12 November 1993, will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Erf 380 (now known as Erf 1896), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, in extent 150 (one hundred and fifty) square metres, situated at 380 (now known as 1896), Klipspruit Extension 2, Soweto.

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

Residence, single storey, built of bricks and painted plaster under concrete tiled roof. *Floors:* Fitted carpets and novilon tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None.

Improvements: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN2571.)

Case 71896/89

PH 157

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited Reg. No. 87/01384/06), Judgment Creditor, and **Saul Ngwenya**, Judgment Debtor

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

Erf 4299, in the Township of Pimville Zone 4, Registration Division IQ, Transvaal, in extent 373 (three hundred and seventy-three) square metres, situated at 4299 Pimville Zone 4, Soweto.

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

Residence, single storey, built of bricks and painted plaster under harvey tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* One store-room.

Improvements: None.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN2388.)

Case 114985/93

PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Tickey Priscilla Hlophe**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 29 December 1993 will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 567, in the Township of Protea Glen, Registration Division IQ, Transvaal, in extent 270 (two hundred and seventy) square metres, situated at 567 Protea Glen, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey, built of bricks and painted plaster under concrete tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6466.)

Case 11599/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **John Butie Mahlangu**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 19 August 1993, will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 1790, in the Township of Zondi, Registration Division IQ, Transvaal, in extent 220 (two hundred and twenty) square metres, situated at 1790 Zondi, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey, built of bricks and painted plaster under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings*: None. *Improvements*: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel: 838-4731.) (Ref. D. McCarthy/J. Soma/MN6166.)

Case 1671/90
PH 157

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), now known as NBS Bank Limited, Judgment Creditor, and **Moropei Johannes Mphahlele**, First Judgment Debtor, and **Dorothy Malebo Mphahlele**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 6 September 1993, will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 4824, in the Township of Chiawelo Extension 2, Registration Division IQ, Transvaal, in extent 216 (two hundred and sixteen) square metres, situated at 4824 Chiawelo Extension 2, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey, built of bricks and painted plaster under pitched tiled roof with underlay. *Floors*: Fitted carpets and vinyl tiles, comprising combined lounge and dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuildings*: None. *Improvements*: Boundary fencing and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel: 838-4731.) (Ref. D. McCarthy/J. Soma/MN2474.)

Case 11090/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Isaac Nhlapo**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution, the property listed hereunder which was attached on 30 November 1993, will be sold in execution on Friday, 17 June 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technicon, Roodepoort, to the highest bidder:

All right, title and interest in the leasehold in Erf 267, Mmesi Park Township, Registration Division IQ, Transvaal, in extent 280 (two hundred and eighty) square metres, situated at 267 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* None. *Improvements:* Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technicon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort on this the 6th day of May 1994.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6460.)

Case 16238/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Clement Sipho Nomnga**, First Judgment Debtor, and **Busisiwe Beatrice Mncube**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 11 February 1994, will be sold in execution on Friday, 10 June 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Erf 6772, formerly known as Erf 64, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 272 (two hundred and seventy-two) square metres, situated at 6772, formerly known as 64, Emdeni Extension 2, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey, built of bricks and painted plaster under 17 degree pitched tiled roof with underlay. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and two w.c.'s. *Outbuildings:* None. *Improvements:* Boundary fencing and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 6th day of May 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6175.)

Case 25950/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Dixon Robert Edward**, First Defendant, and **Eblen Genevieve Louise**, 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 22 December 1993, will be sold in execution on Thursday, 16 June 1994 at 10:00, in front of the Sheriff's Office, 4 Du Plessis Street, Florentia, Juria Court, Alberton, to the highest bidder:

Erf 2588, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, in extent 945 (nine hundred and forty-five) square metres, situated at 6 Lake Banagher Syreet, Brackendowns Extension 5, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, part double storey. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Fitted carpets and tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets. *Outbuildings:* Garage and toilet. *Boundary:* Concrete walls. *Improvements:* Walls, paving and pool.

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, Alberton, 4 Du Plessis Street, Florentia, Juria Court, Alberton, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 3rd day of May 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/0809.)

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Simon John Holtshousen**, Eerste Eksekusieskuldenaar, en **Shirleen Georgina Holshousen**, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 9 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Gedeelte 2, soos meer volledig beskryf word op Deeltitel Plan SS302/91, in die skema beter bekend as Leeuhof, geleë te Erf 2535, Kempton Park-uitbreiding 5, sowel as 'n eksklusiewe gedeelte beskryf as Parkeerarea P2, sowel as 'n onverdeelde aandeel in die gemeenskaplike eiendom, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titellakte ST83913/92, grootte 63 (drie-en-sestig) vierkante meter ten opsigte van die wooneenheid en 15 (vyftien) vierkante meter ten opsigte van die Parkeerarea P2, ook bekend as Eenheid 2, Leeuhof, Panoramalaan-uitbreiding 5, Kempton Park.

Beskrywing: Wooneenheid met sitkamer, kombuis, twee slaapkamers, badkamer, en toilet en alles onder 'n sinkdak, motoroprit en 'n motorafdak. Die kompleks is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien per sent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van April 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT41.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sales in Execution of the undermentioned properties are to be held at the Magistrate's Court, Delville Street, Witbank, on Friday, 10 June 1994 at 10:00:

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

The Execution Creditor, Sheriff, and/or Plaintiff's attorneys do not give any warranties with regard to description and improvements.

1. Case 2510/94 (File Ref. Mr Du Plooy/GT 1235)

Execution Debtor: Johannes Mabantwana Mokoena and Tryhina Nomasonto Mokoena.

Property: All right, title and interest in the leasehold in Erf 3994, kwaGuqa Extension 7 Township, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

2. Case 2512/94 (File Ref. Mr Du Plooy/GT 1238)

Execution Debtor: Galelekile Hashe, and Nomvuyo Eudicate Hashe.

Property: Erf 1891, Phola Township, Registration Division JS, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Saak 12802/92

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **M. Pretorius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Maart 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju Kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 30 Junie 1994 om 10:00;

Erf 634, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 647 (seshonderd sewe-en-veertig) vierkante meter, bekend as Fisantstraat 23, Kempton Park-Wes.

Voorwaardes van verkoping:

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

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

Woonhuis: Sitkamer, badkamer, toilet, drie slaapkamers, motorhuis en kombuis.

Buitegebou: Oprit.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Saak 3234/93

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **H. Konig and Partners (Pty) Ltd**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie wat op 4 November 1994, uitgereik is deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 30 Junie 1994 om 10:00:

Erf 693, Norkem Park-uitbreiding 1, Registrasieafdeling IR, Transvaal, groot 992 (negehoonderd twee-en-negentig) vierkante meter, bekend as Redistraat 8, Norkem Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

Woonhuis: Onverbeterde erf.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Saak 56378/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Bankorp Beperk**, Eksekusieskuldeiser, en **Roelof Daniel van Wyk**, Eerste Eksekusieskuldenaar, en **Maria Elizabeth Adriana van Wyk**, Tweede Eksekusieskuldenares

'n Verkoping in eksekusie van die eiendom hieronder beskrywe word gehou by Kamer 603A, Sesde Verdieping, Olivetti-huis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 9 Junie 1994 om 10:00:

Gedeelte 4 van Erf 81, geleë in die dorpsgebied Mayville, Pretoria, Registrasieafdeling JR, Transvaal, beter bekend as Mansfieldlaan 809, Mayville, Pretoria, groot 1 222 vierkante meter.

Besonderhede word verstrek maar nie gewaarborg nie.

Eiendom bekend as Mansfieldlaan 809, Mayville, Pretoria, is geleë in 'n Blanke woongebied.

Verbeterings sluit in:

Hoofgebou: Sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers en badkamer.

Buitegeboue: Dubbel motorhuis, stoorkamer en bediende toilet.

Diverse: Omheining, plaveisel, swembad, boorgat en motorafdakke.

Die verkoopvoorwaardes sal lê ter insae by die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

V. Rea, Lippi & Els, Eiser se Prokureurs, Suite 512, S.A. Perm-gebou, Paul Krugerstraat, Pretoria, 0002. (Tel. 325-5651/75/94) (Verw. P. Els/TV0239/lal.)

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Amos Vusemose Boniface Shongwe**,
Eerste Verweerder, en **Prudence Lerato Shongwe**, Tweede Verweerderes

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 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 Vrydag, 10 Junie 1994 om 10:00:

Gedeelte 17 van Erf 798, geleë in die dorpsgebied Lone Hill-uitbreiding 14, Registrasieafdeling IR, Transvaal, grootte 401 vierkante meter, gehou kragtens Akte van Transport T43345/92, die eiendom is ook bekend as Freiman Close 5, Aston Manor, Lonehill-uitbreiding 14, Sandton.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Sandton, Grondvloer, Fluor Huis, Grayston-rylaan 100, Sandown, Sandton.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Huis in 'n torsbehuisingsskema, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, twee badkamers, twee toilette, stort en dubbel motorhuis.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter indae by die kantore van die Balju, Sandton, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940)
(Verw. D. Pieterse/F6681.)

Saak 905/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **J. C. van Zyl**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton en lasbrief vir eksekusie gedateer 13 Januarie 1994, sal die ondervermelde eiendom op 9 Junie 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging is soos volg:

Sekere Erf 506, Meyerton-uitbreiding 3, Gen. de Wetstraat 19, Registrasieafdeling IR, Transvaal, groot 1 806 (een agt nuls) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Drie kamers, twee badkamers, sitkamer, TV-kamer, eetkamer, kombuis, oop stoep, dubbel motorhuis, bediendekamer met toilet en waskamer.

Aldus gedoen en geteken te Meyerton op hede die 25ste dag van April 1994.

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

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the Magistrate's Court, Kriel, on 15 June 1994, at 11:00:

The execution creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff, Kriel, at 15 Edwill Street, Kriel, and will be read out prior to the sale.

The Execution Creditor, Sheriff, and/or Plaintiff's Attorneys do not give any warranties with regard to description and/or improvements.

1. Case No. 4591/94 (File Ref. Mr du Plooy/GT1316)

Execution Debtor: **Themba Refney Sithole, and Edith Thandiwe Sithole.**

Property: The right, title and interest to the leasehold in respect of Erf 278, Thubelihle Township, Registration Division IS, Transvaal, measuring 289 square metres, held under Certificate of Registered Grant of Leasehold TL47341/91.

Improvements: 3 bedrooms, 1½ bathrooms, kitchen, lounge.

2. Case No. 4581/94: (File Ref: Mr Du Plooy/GT1322)

Execution Debtor: **Louis Phikani Ngomane.**

Property: The right, title and interest to the leasehold in respect of Erf 249, Thubelihle Township; Registration Division IS, Transvaal, measuring 345 square metres, held under Certificate of Registered Grant of Leasehold No. TL.68774/91;

Improvements: 3 bedrooms, 1 bathroom, kitchen, lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 2687/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Plaatjie Lekhuleni**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Van Riebeeck Street, Belfast, on Friday, 10 June 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Belfast, at Vermooten Street, Belfast.

No warranties are given with regard to the description and/or improvements.

Property: All right, title and interest in the leasehold in respect of Erf 932, Township of Siyathuthuka, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GT1243.)

Case 3371/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christo Gelderblom**, First Defendant, and **Catharina Jeanetta Gelderblom**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on 9 June 1994, at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Section 5 as shown and more fully described on Sectional Plan 229/93 in the building or buildings known as Sunward Place, situated on Erf 198, Norkem Park Township, City Council of Kempton Park, measuring 80 square metres, an undivided share in the common property in the land and building or buildings as shown and more fully described on the aforesaid sectional plan, apportioned to the said Unit in accordance with the participation quota of the aforesaid Unit. Held by the defendants under Deed of Transfer ST22892/93, known as 5 Sunward Place, Martin Prinsloo Street, Norkem Park, Kempton Park.

Improvements: Two bedrooms, bathroom, kitchen, lounge and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1264.)

Case 5591/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Deaan Bloemhof**, Defendant

A sale in execution of the undermentioned property is to be held at the Offices of the Sheriff, 142 Struben Street, Pretoria, on 15 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, Plot 83 (corner of Gerhard Street and West Avenue), Lyttelton Agricultural Holdings, Verwoerdburg.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 1633, situated in the Township of Heuweloord Extension 3, Registration Division JR, Transvaal, measuring 1 040 square metres, held under Deed of Transfer T78457/93, known as 19 Witelhout Avenue, Heuweloord Extension 3.

Improvements: Two bedrooms, bathroom, kitchen, lounge, garage, servant's ablutions, brick driveway, precast perimeter enclosure.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1331.)

Case 4125/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moraba John Ramalekane**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 17 June 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 20400, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 260 square metres, held under Deed of Transfer TL35054/88, known as Erf 20400, Mamelodi East, Mamelodi.

Improvements: Single storey, two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1281.)

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 23 Judy Street, Modelpark, Witbank, on 3 June 1994 at 11:00:

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 2246, Modelpark Township, Registration Division JS, Transvaal, measuring 1 474 square metres, known as 23 Judy Street, Modelpark, Witbank.

Improvements: A house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, servant's quarters, brick driveway, precast perimeter enclosure.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1242.)

Case 15475/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Lodewicus Myburgh**, First Defendant, and **Hilda Myburgh**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, on 15 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria East, 142 Struben Street, Pretoria.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Plot 18, Waterkloof Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,0235 hectares, held under Deed of Transfer T54334/89, known as 473 Polaris Avenue, Waterkloof Ridge Extension 2, Pretoria.

Improvements: Four bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family-room, two garages, swimming-pool and tennis court.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1058.)

Case 4692/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Trustees for the time being of C. J. J. van Rensburg Trust**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on 10 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 929, Township of Middelburg Extension 1, Registration Division JR, Transvaal, measuring 2 762 square metres, held under Deed of Transfer T54344/93, known as 12 Komati Street, Middelburg.

Improvements: Three bedrooms, bathroom, kitchen, dining-room, lounge and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1315.)

Case 10235/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maphoto Frans Matlou**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 July 1992, the undermentioned property will be sold in execution on Thursday, 9 June 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603A, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 6891, situated in the Township of Saulsville, Registration Division JR, Transvaal, measuring 212 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL9566/91, also known as 92 Matamela Street, Saulsville:

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff Pretoria North West, Room 603A, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria.

Signed at Pretoria on this 13th day of May 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb X178.)

Saak 6581/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Dries Gordon**, handeldrywende as Gordon's Steam Services, Eiser, en **Pieter Watkins**, handeldrywende as Aquapro Services, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Pietersburg, gedateer 30 Julie 1993, en 'n lasbrief vir eksekusie, word die ondervermelde eiendom op 8 Junie 1994 om 10:00, deur die Balju te Landdroshof, Pietersburg, verkoop aan die persoon wat die hoogste aanbod maak, sonder reserwe, naamlik:

Sekere Gedeelte 2 van Erf 718, in die dorpsgebied Pietersburg, Registrasieafdeling LS, Transvaal, ook bekend as Rabestraat 38A, Pietersburg.

Na bewering is die eiendom goed maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslagselde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,50% (vyftien komma vyf nul persent) per jaar vanaf die datum van verkoping tot datum van oordrag van die eiendom aan hom.

Geteken te Pietersburg op hierdie 4de dag van Mei 1994.

E. Smit, vir Smit & Maree, Schoemanstraat 40, Posbus 4075, Pietersburg, 0700.

Case 19606/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Norse Construction (Pty) Limited**, Plaintiff, and **Izak Matthys Roets**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale with a reserve will be held by the Sheriff of Witbank at the Magistrate's Court at Bronkhorstspuit, at 38 Kruger Street, Bronkhorstspuit, on 10 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 offices of the Sheriff prior to the sale:

Certain Erf 101, Erasmus, Registration Division JR, Transvaal, measuring 2 552 (two thousand five hundred and fifty-two) square metres, held under and by virtue of Deed of Transfer T32704/1968.

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: There is a house and there are out-buildings and an established garden.

Reserve price: With reserve.

Terms: 10% (ten per cent) of the purchase price in cash at signing of the agreement, the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

Auctioneer's charges: Payable at signing of the agreement and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R200 (two hundred rand).

Dated at Pretoria on this the 13th day of May 1994.

M. van Staden, for Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref. M. van Staden/N22/tp.)

Case 20426/93

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

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

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on 10 June 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Site 21166, Mamelodi Township, Registration Division JR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL68697/1988.

This property is situated at Stand 21166, Mamelodi Township, Pretoria, Transvaal.

The property is improved as follows: Bedroom, lounge, kitchen and separate 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 the auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within fourteen (14) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Case 3355/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Amos Sibanyoni**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 9 June 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Ermelo, G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the Leasehold in respect of: Erf 3075, Wesselton Township, Registration Division IT, Transvaal, measuring 318 (three hundred and eighteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL661/1990.

This property is situated at Stand 3075, Wesselton Township, Ermelo, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 19788/92

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

In the matter between **Eskom**, Plaintiff, and **Matlakala Daniel Leriba**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Kempton Park, at the Sheriff's Office, 8 Park Street, Kempton Park, on 9 June 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Kempton Park, 8 Park Street, Kempton Park, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the Leasehold in respect of: Erf 511, Lekaneng Township, Registration Division IR, Transvaal, measuring 467 (four hundred and sixty-seven) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL43661/1990.

This property is situated at Stand 511, Lekaneng Township, Tembisa, Transvaal.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 13848/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Johannes Michael Maseko**, 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 10 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 2208, Phola Township, Registration Division JS, Transvaal, measuring 275 (two hundred and seventy-five) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL73384/1989.

This property is situated at Stand 2208 Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms, bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 22366/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Nap Koos Gulube**, 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 10 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 1305, Phola Township, Registration Division JS, Transvaal, measuring 322 (three hundred and twenty-two) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL22329/1989.

This property is situated at Stand 1305, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 4109/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Rooi Petrus Masilela**, 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 10 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 2267, Phola Township, Registration Division JS, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL59595/1989.

This property is situated at Stand 2267, Msiza Street, Phola, Ogies, Transvaal.

The property is improved as follows: Lounge, two bedrooms, bathroom/toilet, dining-room and kitchen.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 2160/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **John Fanyana Mahlangu**, First Defendant, and **Annah Mahlangu**, Second 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 10 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 Defendants:

Erf 1364, Phola Township, Registration Division JS, Transvaal, measuring 385 (three hundred and eighty-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL30212/1989.

This property is situated at Stand 1364, Phola Township, Witbank, Transvaal.

The property is improved as follows: Single-storey dwelling-house with lounge/dining-room, two bedrooms, kitchen, bathroom/toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 2405/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Masilo Glory Phillips Moagi**, 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 10 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 1565, Phola Township, Registration Division JS, Transvaal, measuring 330 (three hundred and thirty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL8218/1989.

This property is situated at Stand 1565, Phola Township, Witbank, Transvaal.

The property is improved as follows: Single-storey dwelling-house with lounge, two bedrooms, kitchen and bathroom/toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 13th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 15171/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Miles, Ann**, Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on 2 June 1994 at 10:00, the undermentioned property of the Judgment Debtor (to be read out by the auctioneer at the time of the sale):

Erf 201, Meredale Township, Registration Division IQ, Transvaal, measuring 1 918 (one thousand nine hundred and eighteen).

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) 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 21st day of April 1994.

John Edward Broido, Attorney for Plaintiff, 1711 Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-2141.) (Ref. Mr Broido/CGA.)

Case 32532/93
PH 206

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Pretorius, Matthys Wynand**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held at the salesrooms of the Sheriff, 131 Marshall Street, Johannesburg, on 16 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 offices of the Sheriff:

Certain:

(a) Section 5, as shown and more fully described on Sectional Plan SS100/1986 in the scheme known as Turf Lodge, in respect of the land and building or buildings situated at Turffontein Township, in the Area of the Johannesburg Local Authority of which section the floor area according to the said plan is 73 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.

Also known as Flat 5, Turf Lodge Flats, 117 Ferreira Street, Turffontein. *Measuring:* 73 (seventy-three) square metres.

Improvements consisting of the following: Main building: Area 73 (seventy-three) square metres, comprising four rooms, kitchen and bathroom. Constructed of brick under flat I.B.R. roof. Brick driveway and property fenced with brick and precast walls. *Outbuildings:* None.

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 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) on the balance up to a maximum fee of R6 000 (six thousand rand). Minimum charge R200 (two hundred rand).

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

Olivier & O'Connor, Plaintiff's Attorneys, 42 Mentz Street, Booyens. (Tel. 433-3810.) (Ref. Mr O'Connor/Mrs Potgieter.)

Case 7514/93

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

In the matter between **Debtcor (Pty) Limited**, Plaintiff, and **Christiaan Wynand Snyders**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution the property listed herein will be sold in execution on Monday, 20 June 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisani Building, Joubert Street, Germiston, to the highest bidder:

Erf 180, Elspark Township, Registration Division IR, Transvaal, situated at 21 Pigeon Street, Elspark, Germiston, measuring 991 square metres.

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

Improvements: Dwelling-house under tile roof consisting of lounge, dining-room, three bedrooms, study, kitchen, two bathrooms and two toilets. *Outbuildings:* Two car-ports. Property is fenced.

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

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

Dated: 9 May 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. X. Mazabane.)

KENNISGEWING VAN GEREGETELIKE VERKOPING

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 10 Junie 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak: 18475/93.

Vonnisskuldenaar: Matome Solomon Mabitsela.

Eiendom: Erf 1719, Soshanguve-GG, Registrasieafdeling JR, Transvaal.

Groot: 377 (drie sewe sewe) vierkante meter.

Gehou: Kragtens Akte van Transport T18141/1993.

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

Verwysing: Mnr. Botha/MB/501/93.

Saak: 25219/92.

Vonnisskuldenaar: Hendrik Petrus Badenhorst.

Eiendom: Gedeelte 103 ('n gedeelte van Gedeelte 1) van die plaas Bultfontein 107, Registrasieafdeling JR, Transvaal.

Groot: 8,5653 (aght komma vyf ses vyf drie) hektaar.

Gehou: Kragtens Akte van Transport T64808/1987.

Beskrywing: Onverbeterde perseel.

Verwysing: Mnr. Botha/MB/872/92.

Saak: 9252/93.

Vonnisskuldenaars: Lucas Bartholomew Molefyane en Mabotlhoki Francina Molefyane.

Eiendom: Leasehold Stand 158, Block K, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

Groot: 300 (drie nul nul) vierkante meter.

Gehou: Kragtens Akte van Transport T47158/1992.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, drie badkamers, kombuis, sitkamer, motorhuis en twee buitekamers. Die eiendom is omhein met voorafvervaardigde betonmure.

Verwysing: Mnr. Botha/MB/313/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

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

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/MB.)

Case 6641/92

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

In the matter between **The Town Council of Springs**, Plaintiff, and **Bakerton Motors (Proprietary) Limited**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 24 June 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erven 815 and 816, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 206 (one thousand two hundred and six) and 1 065 (one thousand and sixty-five) square metres, also known as 2 and 4 Ebony Road, Bakerton Extension 4, Springs.

Description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash, on the date of sale or a bank or building society guaranteed-cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 4th day of May 1994.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. JD/S41291.)

Saak 105/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Josia Bronkhorst**, Eerste Verweerder, en **Sarah Bronkhorst**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 17 Februarie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 10 Junie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2343, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd en agt) vierkante meter, gehou kragtens Titellakte T778/91.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en buitetoilet.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voestoots 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.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N1/94.)

Saak 1580/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Bethuel Daysend Shimane Legoete**, Eerste Verweerder, en **Annie Makeromang Legoete**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 23 Augustus 1990, sal die ondervermelde eiendom geregtelik verkoop word op 10 Junie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4045, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 416 (vierhonderd en sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistereerde Huurpag TL49506/89.

Die volgende verbeterings is verskaf, maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) 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.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N33/90.)

Saak 8514/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ruben Langford**, en **Beverly Melony Langford**, Verweerders

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekuse, gedateer 10 Maart 1994, sal die ondergemelde eiendom, per geregtelik veiling, verkoop word te Baljukantoor, Wolmaransstraat 86, Potchefstroom, op Vrydag, 10 Junie 1994 om 10:00, naamlik:

Erf 2057, geleë in die dorp Promosa-uitbreiding 2, Potchefstroom, beter bekend as Daniëlstraat 87, Promosa, Registrasieafdeling IQ, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T100860/92, bestaande uit 'n onverbeterde erf.

Die belangrikste voorwaarde vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer te word aan die Balju van die Landdroshof, Potchefstroom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag Belasting op Toegevoegde Waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Potchefstroom asook by die Land-droskantore te hoek van Greyling- en Wolmaransstraat, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom op hierdie 29ste dag van April 1994.

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/18174.)

Saak 10668/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Lenjack Investments (Edms.) Bpk.**, Eerste Verweerder, **Harold Mable Forbes**, Tweede Verweerder, en **Anna Elizabeth Forbes**, Derde Verweerder

Ten uitvoering van 'n vonnis in die bogemelde Agbare Hof teen die Eerste Verweerder, gedateer 8 Junie 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 9 Junie 1994 om 10:00, te De Klerk, Vermaak & Vennote Ingelyf, Prokureurs, Overtaalgebou, Krugerlaan, Vereeniging, aan die hoogste bieder:

Gedeelte 96 ('n gedeelte van Gedeelte 79) van die plaas Welverdiend 379, geleë te plaas Welverdiend 379, distrik Vereeniging, Registrasieafdeling IR, Transvaal, groot 21,8113 (twee een komma agt een een drie) hektaar, sonering landbougrond, gehou kragtens Akte van Transport T39649/1980.

En bestaan uit die volgende: Onverbeterde grond.

Daar is geen reserweprys nie en onderworpe aan bekragtiging.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Adjunkbalju, Vereeniging onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Johannesburg op hierdie 3de dag van Mei 1994.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Vorster/cs/LJ6.)

Case 623/94

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

In the matter between **Nedbank**, Plaintiff, and **J. C. Pieterse**, Defendant

In execution of a judgment of the above Honourable Court dated 11 March 1994 and writ of execution, the following property will be sold in execution on 10 June 1994 at 10:00, by the Sheriff of Vereeniging at Shop 41A, Beaconsfield Avenue, Vereeniging, to the highest bidder:

Portion 1 of Erf 250, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 square metres.

The property consist of a dwelling-house with usual outbuildings.

Terms and conditions:

The purchase price shall be 10% (ten per centum) thereof on the day of the sale and the balance must be secured within 10 days from date of sale by means of a bank or building society guarantee.

Conditions:

The full conditions of sale, which will be read out by the Sheriff of Vanderbijlpark prior to the sale, may be inspected at the offices of the Sheriff, Vereeniging.

Signed at Vanderbijlpark on this 6th day of May 1994.

Fradgley-Bekker, Attorneys for Plaintiff, NBS Building, President Kruger Street, Vanderbijlpark. [Tel. (016) 33-4305/6.] (Ref. Mr Basson/NS/GB.206.)

Case 17940/93
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Ledwaba, Kokolasi James**, 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 3 June 1994 at 10:00, at the office of the Sheriff, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 412, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL2752/88, situated at 41 Mailola Street, Rockville, Vosloorus, 1468.

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

Improvements: Single storey, walls plastered and painted, roof tiled, floor carpeted and novilon, lounge, kitchen, two bedrooms, bathroom, toilet and veranda.

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 18% (eighteen 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, Alberton.

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg, 2000. (Tel. 333-3521.) (Fax. 333-2103.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton op Donderdag, 9 Junie 1994 om 10:00.

Eksekusieskuldeiser: **Stadsraad van Randvaal.**

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

- (a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.
- (b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.
- (c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton ter insae lê, onderteken.
- (d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragkoste, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.
- (e) 10% (tien persent) van die koopprys moet as 'n deposito daarvan betaal word of indien die koopprys minder is as R10 000, dan is die totale koopprys, tesame met die veilingskoste van die Balju van die Landdroshof synde 4% (vier persent) van die verkoopprys en Belasting op Toegevoegde Waarde (indien van toepassing), beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek betaalbaar en die onbetaalde balans van die koopprys tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.
- (f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.
- (g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

Saak 29/93.

Vonnisskuldenaar: **Johan Wilken.**

Eiendom: Gedeelte 208, Highbury, Registrasieafdeling IR, Transvaal, groot 8274 vierkante meter, gehou kragtens T20794/1985.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 1085/93.

Vonnisskuldenaar: **Hermína Christina van Deventer.**

Eiendom: Erf 368, Witkop, Registrasieafdeling IR, Transvaal, groot 5370 vierkante meter, gehou kragtens T12024/1979.

Beskrywing: Onverbeterde perseel (halfvoltooide huis).

Sonering: Residensieel.

Saak 1940/92.

Vonnisskuldenaar: **Johanna Aletta Sroka.**

Eiendom: Erf 577, Henley on Klip, Registrasieafdeling IR, Transvaal, groot 1586 vierkante meter, gehou kragtens T24709/1981.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 53/93.

Vonnisskuldenaar: **Jacobus Johannes Adam Pieter Boshoff.**

Eiendom: Gedeelte 118, Nootgedacht 176, Registrasieafdeling IR, Transvaal, groot 2,0162 hektaar, gehou kragtens T13852/1991.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 53/92.

Vonnisskuldenaar: **Jacobus Johannes Adam Pieter Boshoff.**

Eiendom: Gedeelte 119, Nooitgedacht 176, Registrasieafdeling IR, Transvaal, groot 2,0204 hektaar gehou kragtens T13853/1991.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Gedateer te Highbury hierdie 4de dag van Mei 1994.

J. C. de Beer, Eksekusieskuldeiser, Stadsraad van Randvaal, Rooibokstraat 56, Highbury; Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

Saak 802/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP**

In die saak tussen **Eerste Nasionale Bank SA Beperk**, Eksekusieskuldeiser, en **Johannes Martinus Esterhuizen**, Eerste Eksekusieskuldenaar, en **Martha Johanna Esterhuizen**, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom naamlik Erf 352, Burgershoop-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Lagoistraat 53, Burgershoop, Krugersdorp, in eksekusie verkoop op 8 Junie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots en aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart Redelinghuys Nel & Vennote, Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. ADUP/FDJ/VE096.)

Saak 15376/93**IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG**

In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Sarah Tande**, Eerste Vonnisskuldenaar, **Norah Tande**, Tweede Vonnisskuldenaar, en **Martha Tande**, Derde Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 23 April 1993, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Johannesburg-Wes, op Vrydag, 3 Junie 1994 om 10:00, en te die kantore van die Balju, Hofgebou, Foxstraatingang, Johannesburg, geregtelik verkoop word, sonder 'n reserweprys:

Sekere Erf 23486, Diepkloof-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 193 (eenhonderd drie-en-negentig) vierkante meter, gehou kragtens Transportakte TL49034/1990.

Die eiendom is geleë te 8543 Zone 6, Diepkloof, en word die reg, titel en belang van die eiendom verkoop.

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

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

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

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

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

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

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg-Wes, voor en ten tye van die verkoping, te Hofgebou, Foxstraatingang, Johannesburg, of by die perseel van die prokureurs, Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg.

Geteken te Johannesburg op hierdie die 4de dag van Mei 1994.

P. C. Hauptfleisch, vir Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. PCH/M. de Bruin/Is/21901.)

Case 58528/92

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

In the matter between **Mercantile Bank Limited**, Execution Creditor, and **Mhlupeki Francis Madalane**, First Execution Debtor, and **Busisiwe Matilda Madale**, Second Execution Debtor

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 31 July 1992, and in execution of a warrant of execution of immovable property, the following property will be sold by the Sheriff of the Magistrate's Court, Soshanguve, for the District of Soshanguve, Pretoria, on Friday, 3 June 1994 at 11:00, at the office of the Sheriff for Soshanguve, Magistrate's Court Building, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), without a reserve price:

Certain Erf 1932, Soshanguve-G Township, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, held by Deed of Transfer TL33494/92.

The property is situated at 1932 Block G, Soshanguve, Pretoria, and the right, title and interest in the property is sold.

1. The purchaser shall pay on the date of sale the following amounts in cash or by means of a bank-guaranteed cheque—

1.1 a deposit of 10% (ten per centum) of the purchase price;

1.2 Sheriff's fees in the amount of 4% (four per centum) of the proceeds of the sale subject to a minimum Sheriff's fee of R50 in cash on the date of sale.

2. The purchaser shall pay all the following amounts upon request by the attorneys for the Execution Creditor before transfer of the property—

2.1 all arrear rates, taxes, transfer duty, costs of transfer and any other charges necessary to effect transfer;

2.2 interest on the amount of the award to the Execution Creditor and any bondholder in the plan of distribution from the date of sale until the date of transfer of the property;

2.3 the balance of the purchase price against transfer, which balance of the purchase price is to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Sheriff within 21 days after the date of sale.

The said property will be sold on the conditions read by the Sheriff at the sale, which conditions can be inspected at the office of the Sheriff, Johannesburg West, Court Building, Fox Street entrance, Johannesburg, or at the offices of the attorneys for the Execution Creditor, Smith Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street (corner of Kruis Street), Johannesburg.

Signed at Johannesburg on this the 4th day of May 1994.

P. C. Pauptfleisch, for Smith Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street (corner of Kruis Street), P.O. Box 1183, Johannesburg. (Tel. 333-8541.) (Ref. PCH/M. de Bruin/Is/21890.)

Saak 133505/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

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

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 1 Desember 1992, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Alberton, op Woensdag, 8 Junie 1994 om 10:00, en te die kantore van die Balju, Johriahof, Du Plessisstraat 4, Florentia, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 2253, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 292 (tweehonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte TL25401/1990.

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

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

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

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

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

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

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

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

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

Geteken te Johannesburg op hierdie die 28ste dag van April 1994.

P. C. Hauptfleisch, vir Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. PCH/M. de Bruin/Is/21888.)

KAAP • CAPE

Saak 39675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Frederick Japtha**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 2 Februarie 1994, sal die ondergemelde eiendom verkoop word op 10 Junie 1994 om 14:15, by die hoofingang van 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, Port Elizabeth-Wes:

Erf 9299, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 358 (driehonderd agt-en-vyftig) vierkante meter, gehou kragtens Transportakte T48099/92, ook bekend as Cherrylaan 24, Bethelsdorp-uitbreiding 34, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping-woonhuis met siersteenmure, teëldak, twee slaapkamers, sitkamer, kombuis en badkamer is.

Geteken te Port Elizabeth op hierdie 2de dag van Mei 1994.

Stulping Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 9159/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Bashir Ahmed Osmany**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 19 July 1993, and warrant of execution dated 1 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 Welcome Estate in the City of Cape Town, Cape Division, being Erf 104020, Cape Town at Welcome Estate, measuring 695 (six hundred and ninety-five) square metres, held under Deed of Transfer 6488, dated 8 February 1988, also known as 80 Third Street, Welcome 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 insofar as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, bathroom, toilet, lounge, four bedrooms, passage, back stoep and garage.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount's of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's offices.

Dated at Cape Town this 24th day of March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0287/103750 Mrs Liebrandt.)

Case 4785/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Jane Johanna Schuller**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 6 July 1993, and warrant of execution dated 1 September 1993, the following will be sold in execution on 9 June 1994 at 10:00, at the Court-house being:

Certain land situated at Kewtown in the City of Cape Town, Cape Division, being Erf 121953, Cape Town at Kewtown, measuring 275 (two hundred and seventy-five) square metres, held under Deed of Transfer 30024 dated 29 May 1990, also known as 107 Dr Abdurahman Avenue, Kewtown.

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:

Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:*

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the Auctioneer's office.

Dated at Cape Town this 24th March 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref:X3C0207/) (103646/Mrs Liebrandt.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Petrus Willemse**, First Defendant, and **Magrieta Willemse**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town and a warrant of execution dated 6 May 1993, the following property will be sold in execution on 1 June 1994 at 10:00, at the front of the Wynberg Magistrate's Court-house, Electric Road, Wynberg, to the highest bidder:

Certain Erf 6016, Grassy Park, measuring 304 square metres, known as 30 Eland Avenue, Lotus Rivier, Cape Town.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special residential area.

3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff of the Court, Wynberg, immediately prior to the sale, may be inspected at his office, Wynberg, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

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

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, First Floor, Creative House, 31 Parliament Street, Cape Town; P.O. Box 1573, Parklands, 2121. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/W10.).

Case 12339/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Eric John Johnson**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Goodwood dated 23 December 1993 and warrant of execution dated 31 January 1994, the following will be sold in execution on 9 June 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division being Erf 12356, Cape Town at Mitchells Plain, measuring 160 (one hundred and sixty) square metres, held under Deed of Transfer 25783/89 dated 12 May 1989, also known as 9 Spitfire, Rocklands, 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:

Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:*

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 18th April 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref: X3C0186/Mrs Liebrandt.)

Case 926/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **M. Poonawassy**, Defendant

In pursuance of judgment in the Court of the Magistrate of Kimberley and writ of execution dated 24 February 1994, the property listed hereunder will be sold in execution on 9 June 1994 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain: Erf 5173, situated in the City and District of Kimberley, measuring 386 square metres, also known as 19 Pear Road, Mint Village, Kimberley.

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

A detached dwelling, single storey comprising lounge, kitchen, three bedrooms, bathroom and toilet, no outbuildings.

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, Kimberley. A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 2nd day of May 1994.

Haarhoffs, NBS Building, Jones Street, Kimberley, 8301.

Case 2888/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **R. C. Fortuin**, First Defendant, and **M. M. Fortuin**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury dated 2 August 1993, the following will be sold in execution on 9 June 1994 at 10:00, at 3 Montagu Street, Saxon Sea, Atlantis, to the highest bidder:

Erf 4908 (Portion of Erf 2742), Wesfleur, 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T40990/1992, situated at 3 Montagu Street, Saxon Sea, Atlantis.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

C & A Friedlander Inc., Third Floor, Readers' Digest House, Strand Street, Cape Town, 8001.

Saak 5601/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **First National Bank of Southern Africa Limited**, Eiser, en **The Trustees for the time being of the Rabie Trust**, Verweerder

Ingevolge 'n vonnis van die Hof verleen in bogemelde saak, sal die volgende onroerende eiendom op Dinsdag, 14 Junie 1994 om 09:00, te Kingfisherweg 151, Penhill, Eersterivier, in eksekusie verkoop word:

Die eiendom is Erf 151, Penhill-dorpsgebied-uitbreiding 1, geleë in die plaaslike gebied Penhill, afdeling Stellenbosch, groot 1 948 m², geleë te Kingfisherweg 151, Penhill, Eersterivier.

Die volgende inligting aangaande die verbeterings daarop word ter inligting verstrek, maar geensins gewaarborg nie: 'n Woonhuis met drie slaapkamers, twee badkamers, eetkamer, sitkamer, kombuis en 'n dubbelmotorhuis.

Terme:

1. Die verkoping sal voetstoots wees, sonder reserwe en aan die hoogste bieder, dog onderhewig aan die Landdroshof-wet en reëls, asook alle voorwaardes bevat in die titelakte waarkragtens die eiendom gehou word.

2. Afslaaersfooie en 10% (tien persent) van die koopprys betaalbaar die dag van die veiling en die balans gewaarborg te word binne veertien (14) dae na die veiling.

3. Volledige verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag ingesien word by die kantoor van die Balju van bogemelde Hof.

Geteken te Kaapstad hierdie 22ste dag van April 1994.

J. E. Coetzee, vir Mostert & Bosman, Prokureur vir Eiser, Eerste Verdieping, Rhodesgebou, hoek van Waalstraat en St Georges' Wandellaan; Posbus 1456, Kaapstad. (Verw. J. E. Coetzee.)

Saak 486/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALIWAL-NOORD GEHOU TE ALIWAL-NOORD

In die saak tussen **United Building Society Limited** (United Bank, 'n divisie van ABSA Bank Beperk), Eksekusieskuldeiser, en **Pieter Daniël van den Berg**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 25 November 1993 en 'n lasbrief vir eksekusie gedateer 25 November 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Aliwal-Noord, voor die Landdroskantoor, Smithstraat, Aliwal-Noord, op Vrydag, 10 Junie 1994 om 10:00:

Erf 2628, Aliwal-Noord, in die munisipaliteit en afdeling Aliwal-Noord; groot 3 508 vierkante meter, gehou kragtens Transportakte T31151/87.

Die eiendom bestaan uit onder andere die volgende, hoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes vir verkoping sal ter insae lê by die Kantoor van die Balju vir die Landdroshof, Queens Terrace 25, Aliwal-Noord.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word ingevolge die bepalings van artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Die koopprys is soos volg betaalbaar, naamlik, 'n deposito van 10% (tien persent) daarvan onmiddellik na die verkoping en die balans daarvan tesame met rente daarop is betaalbaar teen registrasie van transport en betaling hiervan moet verseker word by wyse van 'n aanvaarbare bankwaarborg wat binne veertien (14) dae na verkoping gelewer moet word.

Geteken te Aliwal Noord op hierdie 5de dag van Mei 1994.

Douglas & Botha, Prokureurs vir Eksekusieskuldeiser, Somersetstraat 11/13, Posbus 66, Aliwal-Noord, 5530. [Tel. (0551) 2414/5.]

Case 496/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**Nedcor Bank Limited versus Wilfred van Heerden and Juliet Katie van Heerden**

In pursuance of a judgment dated 16 March 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 3 June 1994 at 15:00:

Erf 2437, Mount Road, Municipality and Division of Port Elizabeth, in extent 223 (two hundred and twenty-three) square metres, situated at 27 Burns Avenue, Kensington, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under an iron roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 2 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Standard Krediet Korporasie Beperk**, Eiser, en **J. Katz**, Verweerder

Ingevolge in vonnis van die Hof van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 4 Februarie 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 16 Junie 1994 om 10:00:

Sekere Erf 18205, Kimberley, groot 383 vierkante meter, gehou kragtens Akte van Transport T8976/1993, ook bekend as Begoniastraat 72, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde 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, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 11652/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **John Gareth Faroo**, First Judgment Debtor, and **Angeline Faroo**, Second Judgment Debtor

In pursuance of a judgment granted on 12 November 1993 in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 13 June 1994 at 09:00, at Kuils River Court-house:

Description: Erf 499, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division, in extent one hundred and seventy-six (176) square metres.

Postal address: 5 Plum Street, Watsonia Park, Scottsdene.

Improvements: *Dwelling:* Three bedrooms, dining-room, lounge, kitchen and bathroom, held by Deed of Transfer 21603/93.

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 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 on this the 2nd day of May 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 37843/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Patricia Cornelia McGee**

The following property will be sold in execution by public auction held at 13 Shannon Greens, Milnerton to the highest bidder on 14 June 1994 at 15:00:

Erf 3183, Montague Gardens, in the Municipality of Milnerton, Cape Division, in extent 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T5180/93, situated at 13 Shannon Greens, Milnerton.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of three bedrooms, wash-hand-basin, lounge, kitchen, toilet 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 centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 26th day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 519/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chin Fang Hsu**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 April 1994, the following property will be sold on Wednesday, 15 June 1994 at 10:00, at the Sheriff's Office, Eales Street, King William's Town, to the highest bidder:

Erf 3084, King William's Town (King William's Town Extension 21), Municipality and Division of King William's Town, in extent 1 447 square metres, held under Deed of Transfer T2347/1992, being a brick under tile dwelling and consisting of lounge, kitchen, four bedrooms, bathroom/water closet, bath/shower, w.c., shower, water closet, dining-room, family room and scullery. The outbuildings consist of a double garage, maid's room and water closet, situated at 128 Queen's Road, King William's Town.

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 together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at King William's Town on this the 3rd day of May 1994.

Barnes & Ross, 126 Alexandra Road, King William's Town. (Ref. Mr Dornmehl/08.)

Case 3795/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Magedien Dramat**, Plaintiff, and **Daniel Hendricks**, Defendant

In pursuance of a judgment in the Magistrate's Court of Cape Town and writ of execution dated 23 August 1993, the following will be sold in execution on Tuesday, 28 June 1994 at 10:30, at the site being corner of Buiten and Brian Streets, No. 27, Cape Town, to the highest bidder:

Erf 145936, portion of Erf 3031, Cape Town, in the Municipality of Cape Town, Division of Cape, in extent six hundred and eighty-three (683) square metres, held by Deed of Transfer T43476/1992.

The aforesaid immovable property is more commonly situated at corner of Buiten and Brian Street, No. 27, Cape Town.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of eighteen comma five per centum (18,5%) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale, which will be read out by the Messenger of the Court immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on this the 29th day of April 1994.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JSF/kl/D45070.)

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 Magistrate's Court, Wynberg, on Monday, 6 June 1994 at 10:00, to the highest bidder:

Erf 103022, Cape Town, at Lansdowne Municipality, Cape Town, Division of Cape, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T11597/1991, situated at 26 Devon Road, Lansdowne.

1. The following improvements are reported but not guaranteed: Dwelling-house with brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

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 on this the 26th day of April 1994.

Symons, Plaintiff's Attorneys, 14 Melrose Walk, Claremont. (Tel. 61-8669.)

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 Magistrate's Court, Wynberg, on Monday, 6 June 1994 at 10:00, to the highest bidder:

Erf 106263, Cape Town, at Lansdowne, Municipality of 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 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.)

Case 4126/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **William Inglis Incorporated**, Plaintiff, and **David Bishop**, Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held at 11 Belmont Avenue, Oranjezicht, on Thursday, 16 June 1994 at 11:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for Magistrate's Court, 44 Barrack Street, Cape Town:

Erf 118, Oranjezicht, situated in the Municipality of Cape Town, Cape Division, in extent 461 square metres and situated at 11 Belmont Avenue, Oranjezicht.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property is improved by the erection of a residential dwelling-house.

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 5th 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/B61/1789.)

Case 4142/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Stanley Ronald Abrahams**, First Defendant, and **Cynthia Abrahams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 21 March 1994, the property listed hereunder, and commonly known as 44 Mimosa Crescent, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Wednesday, 8 June 1994 at 09:15, to the highest bidder:

Erf 32373, Bellville, in the Local Area of Belhar, Cape Division, in extent 245 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, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 26th 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.1648.)

Case 11260/91

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ramphal Raiford Calvert**, First Defendant, and **Audrey Moira Elanie Calvert**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 24 January 1992, the property listed hereunder, and commonly known as 3 Worcester Close, Sandhurst, Elsie's River, will be sold in execution in front of the Magistrate's Court, Goodwood, on Thursday, 9 June 1994 at 11:00, to the highest bidder:

Erf 32034, Goodwood, situated in the Local Area of Elsie's River, Administrative District of Cape, in extent 326 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.894.)

Case 2856/94

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 **Deon Peter May**, First Defendant, and **Jordina May**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 28 March 1994, the property listed hereunder, and commonly known as 2 Nitida Street, Kleinvlei, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 7 June 1994 at 09:00, to the highest bidder:

Erf 3963, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 607 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1666.)

Case 2854/94

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 **Bonisile Patrick Olayi**, First Defendant, and **Nomthandazo Veronica Monica Olayi**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 28 March 1994, the property listed hereunder, and commonly known as 5 Hadedu Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 7 June 1994 at 09:00, to the highest bidder:

Erf 4412, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, in extent 337 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, one and a half bathrooms and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1676.)

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 **Mposhosho Hudson Samente**, First Defendant, and **Lydia Samente**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 11 November 1993, the property listed hereunder, and commonly known as 28 Jacana Crescent, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 7 June 1994 at 09:00, to the highest bidder:

Erf 4278, Blue Downs, in the Blue Downs Local Area, Division Stellenbosch, in extent 313 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 cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1585.)

Case 511/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Edgar Richard Turner** and **Martha Sussanna Turner**

The following property will be sold in execution at the site of the property, 121 Riebeeck Street, Goodwood, Cape, on Thursday, 16 June 1994 at 11:30, to the highest bidder:

Erf 4631, Goodwood, in extent 495 square metres, held by T56549/1993, situated at 121 Riebeeck Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance-hall, lounge, dining-room, kitchen, five bedrooms, bathroom/toilet, shower/toilet, garage, servant's room, shower and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0017/104505/gl.)

Saak 8678/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Boland Bank Beperk**, Eiser, en **Mark Stephen Felix**, Eerste Verweerder, en **Sharon Evelyn Felix**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 14 September 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 10 Junie 1994 om 12:30, op die perseel, te Mernoelenstraat 12, Highbury, Kuilsrivier, 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 8579, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 420 vierkante meter, gehou kragtens Transportakte T77220/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, badkamer, toilet, eetkamer, sitkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg, goedgekeur deur die Eiser se prokureurs 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, Saambougebou, Voortrekkerweg 219, Parow, en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Gedateer hierdie 2de dag van Mei 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2054.)

Saak 1876/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Louis Martin Peter Lightfoot**, Eerste Verdieping, en **Reina Johanna Marianne Lightfoot**, Tweede Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 10 Junie 1994 om 10:30, aan die hoogste bieder:

Erf 849, Humansdorp, geleë in die munisipaliteit en afdeling Humansdorp, groot 631 (seshonderd een-en-dertig) vierkante meer, gehou kragtens Transportakte T61481/92, ook bekend as Mat Melvillesingel 63, Humansdorp.

1. Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprijs sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp ter insae lê.

Gedateer te Jeffreysbaai op hierdie 28ste dag van April 1994.

J. C. Visser, vir J. C. Visser & Kie., p.a. Hoofstraat 76, Humansdorp.

Aan: Die Balju vir die Landdroshof, Humansdorp.

Saak 2377/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Paul Botha**, Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 3 Maart 1994, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 10 Junie 1994 om 10:30, aan die hoogste bieder:

Erf 731, Kruisfontein, geleë in die plaaslike gebied Kruisfontein, afdeling Humansdorp, groot 530 (vyf honderd-en-dertig) vierkante meter, gehou kragtens Transportakte T25178/86, ook bekend as Hofmanstraat 731, Kruisfontein, Humansdorp.

1. Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprijs sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 28ste dag van April 1994.

J. C. Visser, vir J. C. Visser & Kie., p.a. Hoofstraat 76, Humansdorp.

Case 17024/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Peter James Diedericks**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 22 June 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 Wynberg Court-house being:

Certain land situated at Strandfontein in the City of Cape Town, Cape Division being Erf 2227, Cape Town, at Strandfontein, measuring 323 (three hundred and twenty-three) square metres, held under Deed of Transfer T3541 dated 23 January 1992, also known as 31 Salmon Way, Strandfontein.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 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 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 bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 15th day of April 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X3C0338/Mrs Wentzel.)

Case 2081/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **M. R. Ngcofe**, Plaintiff, and **E. B. Barnabas**, Defendant

In pursuance of a judgment in the above Honourable Court of 18 September 1993 and a writ of execution dated 17 January 1994, the following immovable property will be sold in execution on 8 June 1994 at 10:00, at the Offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 2916, King William's Town, Municipality and Division of King William's Town, in extent 1 326 (one thousand three hundred and twenty-six) square metres, being 78 Wodehouse Street, King William's Town, held by Deed of Transfer T91/1992.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 20th day of April 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Saak 2600/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **John Owen McElhone**, Eerste Eksekusieskuldenaar, en **Denise Daphne McElhone**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 6 Junie 1994 om 10:45, op die perseel:

Restant van Erf 2670, Kraaifontein, in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 694 vierkante meter, gehou kragtens Transportakte T93764/93, ook bekend as Van der Bijlstraat 10, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Landdroshofwet, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,50% (vyftien komma vyf nul persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis. *Buitegebou:* Bediende kamer, toilet en badkamer.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 18de dag van April 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Case 15088/93

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

In the matter between **Gillian de Klerk**, trading as Living Matters Estate Agents, Judgment Creditor, and **L. B. Presley**, Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on Wednesday, 8 June 1994 at 11:00, at the property thereby attached being 19 St Ursula Street, Sea Winds, Retreat, to the highest bidder, the right, title and interest in the property being more fully described as:

Erf 143280, Cape Town, at Retreat, in the City of Cape Town, Cape Division, in extent 180 (one hundred and eighty) square metres, held by Deed of Transfer T50053/93, also known as 19 St Ursula Street, Sea Winds, Retreat.

Conditions of sale:

1. The right, title and interest shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

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

The property consists of a brick dwelling three bedrooms, dining-room, lounge, kitchen, under an asbestos roof.

3. $\frac{1}{10}$ (one tenth) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque and immediately after the property is declared sold. The balance of the purchase price together with the interest thereon at the ruling building society's rate shall be paid against registration of transfer. Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

4. All amounts mentioned in paragraph 3 above are to be delivered within fourteen (14) days of the date of sale to the Judgment Creditor's attorneys by means of a bank or building society's guarantee acceptable to the Judgment Creditor's attorneys.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Simon's Town.

Dated at Wynberg this 25th day of April 1994.

Terence Rex, Attorneys for Plaintiff, First Floor, Union Chambers, Church Street, Wynberg. (Ref. JCLE/kj:14936/58204.)

Case 27300/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sarel Johannes Franzsen**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 13 January 1994, the undermentioned property will be sold in execution at the premises on 15 June 1994 at 10:00:

Erf 2773, Bellville, in the Municipality of Bellville, Cape Division, measuring 770 (seven seven nil) square metres and comprising of three bedrooms, bathroom, kitchen, lounge, dining-room and single garage, and known as 20 Redwood (corner of 16 Walnut) Streets, Bellair, Bellville.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 22nd day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 4702/94

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Pieter Johannes Lukas Klink**, First Defendant, and **Marlene Monica Klink**, 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 Wednesday, 15 June 1994 at 09:15:

Erf 14035, Bellville, in the Municipality of Bellville, Cape Division, measuring 496 (four nine six) square metres and comprising a building with lounge, dining-room, study, kitchen, four bedrooms, two bathrooms and double garage, and known as 24 Glenhaven Avenue, Beroma Estate, Bellville.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 22nd day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 20039/90

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

ABSA Bank Limited, trading as United Bank, *versus* **George Basil Butler and Elaine Cecilia Butler**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 15 June 1994 at 10:00, to the highest bidder:

Erf 12611, Mitchells Plain, in extent 180 square metres, held by T15756/1989, situated at 10 Mars Circle, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, dining-room, family room, two bedrooms, bathroom/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1132/gl.)

Saak 4309/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Allied Bank**, Eksekusieskuldeiser, en **I. I. Botha**, Eerste Eksekusieskuldenaar, en **S. L. Botha**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 14 Februarie 1994, sal die volgende onroerende eiendom hieronder beskryf geregtelik te Conradstraat 46, Mountain View, Paarl, op Dinsdag, 7 Junie 1994 om 10:00, aan die hoogste bieder verkoop word:

Erf 16176, Paarl, in die munisipaliteit en afdeling Paarl, groot 400 vierkante meter, geleë soos hierbo.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is in so verre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 19% (negentien persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 26ste dag van April 1994.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 976/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Ltd**, Eksekusieskuldeiser, en **Jacobus Baartman**, Eerste Eksekusieskuldenaar, en **Maureen M. Baartman**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 26 Augustus 1993, sal die volgende onroerende eiendom hieronder beskryf geregtelik te Steinstraat 4, Nederburg Heights, Paarl, op Dinsdag, 7 Junie 1994 om 10:30, aan die hoogste bieder verkoop word:

Erf 17461, Paarl, in die munisipaliteit en afdeling Paarl, groot 503 vierkante meter, geleë soos hierbo.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshoue, No. 32 van 1944, soos gewysig en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in so verre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 21% (een-en-twintig persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 26ste dag van April 1994.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 9623/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as United Bank *versus* **Mogamat Sayid Abrahams** and **Marina Louisa Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 June 1994 at 09:00, to the highest bidder:

Erf 2826, Kleinvlei, in extent 481 square metres, held by T74065/1992, situated at 7 Hillary Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0450/104690/gl.)

Case 2738/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Welle Tshefu**, Defendant

In the above matter a sale will be held on Monday, 6 June 1994 at 09:00, at the Kuils River Magistrate's Court, Van Riebeeck Road, Kuils River, being:

Erf 243, Mfuleni, in the area of the Town Council of Mfuleni, District of Stellenbosch, measuring 320 square metres, also known as 6 Ziqhamo Avenue, Mfuleni.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising two bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. A. Pepler/lr.)

Case 315/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Wynand Phillippus van Staden** and **Martha Maigo van Staden**

The following property will be sold in execution by public auction held at Somerset West Court, to the highest bidder, on 7 June 1994 at 10:00:

Erf 913, Macassar, situated in the Local Area of Macassar Administrative District of Stellenbosch, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T68818/89, situated at 27 Fah Street, Macassar.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of kitchen, lounge, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1123/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Brian Malcolm Williams** and **Dawn Patricia Williams**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder, on 6 June 1994 at 10:00:

Erf 13787, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 215 (two hundred and fifteen) square metres, held by Deed of Transfer T68690/93, situated at 29 Thunderbolt Road, Rocklands, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 140/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Ronald James Anders** and **Claire Ann Anders**

The following property will be sold in execution by public auction held at 14 Stilt Avenue, Tableview, to the highest bidder, on 7 June 1994 at 14:00:

Erf 11055, Milnerton situated in the Municipality of Milnerton, Cape Division, in extent 704 (seven hundred and four) square metres, held by Deed of Transfer T53447/1990, situated at 14 Stilt Avenue, Tableview.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet/shower and two garages.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 14690/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johannes Petrus Taylor** and **Elizabeth Taylor**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 June 1994 at 09:00, to the highest bidder:

Erf 5844, Kuils River, in extent 610 square metres, held by T47389/1983, situated at 65 Sarepta Road, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, laundry, three bedrooms, bathroom, toilet and shower/toilet. Attached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0652/104612/gt.)

Case 6108/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Palanivelu Moodley and Sivaruthnum Moodley**

The following property will be sold in execution at the site of the property, 7 Bonite Road, Athlone, Cape, on Tuesday, 14 June 1994 at 14:00, to the highest bidder:

Erf 41085, Cape Town at Athlone, in extent 625 square metres, held by T73747/1989, situated at 7 Bornite Road, Athlone, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, four bedrooms, dressing room, bathroom/shower/toilet, shower/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0218/gl.)

Case 15376/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Paul Willem Jacobs and Margareth Jacobs**

The following property will be sold in execution at the site of the property, 224 Fifth Avenue, Eikendal, Kraaifontein, Cape, on Monday, 13 June 1994 at 10:00, to the highest bidder:

Erf 3862, Kraaifontein, in extent 496 square metres, held by T23906/1993, situated at 224 Fifth Avenue, Eikendal, 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:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0687/gl.)

Case 17739/90

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

ABSA Bank Limited, trading as United Bank, *versus* **John William Boonzaier and Anita Rosalind Boonzaier**

The following property will be sold in execution at the site of the property, 155 Blair Road, corner of Coronation Road, Maitland, Cape, on Tuesday, 14 June 1994 at 11:30, to the highest bidder:

Erf 23575, Cape Town at Maitland, in extent 714 square metres, held by T27885/1986, situated at 155 Blair Road, corner of Coronation Road, Maitland, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, bathroom/shower, toilet and servant's room.

Flatlet: Room, kitchen and bathroom/shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1961/100169/gl.)

Case 15132/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Herman Frederik Welleman**

The following property will be sold in execution at the site of the property, 16 Alphen Road, Table View, Cape, on Tuesday, 14 June 1994 at 14:00, to the highest bidder:

Erf 15347, Milnerton, in extent 841 square metres, held by T38392/1991, situated at 16 Alphen Road, Table View, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining area, kitchen, three bedrooms, two bathrooms/shower/toilets and double garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0331/102711/gl.)

Saak 2762/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit**, Eiser, en **M. Philander**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 6 Mei 1993, sal die hieronder vermelde eiendom verkoop word op 10 Junie 1994 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 0011201, Worcester, afdeling Worcester, groot 305 (driehonderd-en-vyf) vierkante meter, gehou kragtens Akte van Transport T44323/1990, bekend as Rhodestraat 51, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: Skakelhuis met asbesdak bestaande uit twee slaapkamers, sitkamer, kombuis, buite toilet, geen badkamer, geen draadomheining en sementvloere.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekenes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 25ste dag van Maart 1994.

Mulier Terblanche & Beyers, Kerkstraat 66, Worcester, 6850. (Verw. QP0073/gvdw.)

Case 15802/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Lily Low Kin**, Plaintiff, and **Arlen B. Mungur**, Defendant

In pursuance of a judgment of the above Honourable Court dated 6 July 1993 and an attachment in execution dated 8 November 1993, the following property will be sold in front of the New Law Courts, Main Street, Port Elizabeth, by public auction on Friday, 3 June 1994 at 14:15:

Erf 453, Parsons Vlei, in the Municipality and Division of Port Elizabeth, in extent 1 089 (one thousand and eighty-nine) square metres, situated at 2 Aurora Avenue, Francis Evatt Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North, or at Plaintiff's attorneys.

Terms: 10% (ten per cent) and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 11th day of April 1994.

C. S. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. C. Beyleveld.)

Case 1570/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Eildons Body Corporate**, Plaintiff, and **Mrs E. I. Hanson**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged property on Tuesday, 7 June 1994 at 14:00, to the highest bidder, namely:

Erf Unit 24, Section 1, known as Eikenhof, situated at Kenilworth, in the Municipality of Cape Town, Cape Division, as shown and more fully described on Sectional Plan SS114/90, in extent 104 square metres, held by Certificate of Real Right SK465/90, situated at 20 The Eildons, First Avenue, Kenilworth.

1. The following improvements on the property are reported, but nothing guaranteed, namely a flat comprising of a kitchen, lounge, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 18,5% (eighteen comma five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Dated at Claremont this the 31st day of March 1994.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., Third Floor, St Georges Centre, 13 Hout Street, Cape Town. (Tel. 23-1400.)

Case 10691/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Nasala Property Investments CC**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged property on Tuesday, 7 June 1994 at 12:00, to the highest bidder, namely:

Erf 42272, Cape Town, at Crawford, in the City of Cape Town, Cape Division, in extent 495 square metres, held by Deed of Transfer T15001/90, situated at Erf 42272, Sunnyside Road, Crawford.

1. The following improvements on the property are reported, but nothing guaranteed, namely a vacant plot.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Dated at Claremont this the 31st day of March 1994.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., Third Floor, St Georges Centre, 13 Hout Street, Cape Town. (Tel. 23-1400.)

Case 49031/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

ABSA Bank Limited, trading as United Bank, *versus* **The Willows Nursery CC**

The following property will be sold in execution at the site of the property, Willow House, Spaanschemat River Road, Constantia, Cape, on Wednesday, 15 June 1994 at 12:00, to the highest bidder:

Remainder of Erf 8453, Constantia, in extent 5 855 square metres, held by T40753/1983, situated at Willow House, Spaanschemat River Road, Constantia, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, entrance, lounge, family room, dining-room, kitchen, four bedrooms, breakfast nook, two bathroom/shower/toilet, gymnasium, office, reception, two shower/toilet, store-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1258/gl.)

Saak 5586/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Christiaan Jacobus Posthumus**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 7 Mei 1993 sal die ondergemelde eiendom verkoop word op 10 Junie 1994 om 14:15, by die Nuwe Gereghouse, 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-Noord:

Erf 1896, Algoapark, in die munisipaliteit en afdeling Port Elizabeth, groot 220 vierkante meter, ook bekend as Mopaniestraat 6, Algoapark, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 20ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z8819.)

Saak 842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Boland Bank Beperk**, Eiser, en **J. Wisse**, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 26 Julie 1993 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde plaas-eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Junie 1994 om 10:00, op die perseel van die Verweerder, naamlik:

Sekere stuk afgeskafte erfpaggrond, geleë in die afdeling Oudtshoorn, synde Gedeelte 19 ('n gedeelte van Gedeelte 18) van die plaas Buffels Bosch Rivier 97, groot eenhonderd vyf-en-tagtig komma agt nul sewe nege (185,8079) hektaar, waarvan 30 hektaar onder besproeiing is, en gehou kragtens Transportakte T32285/79.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Hierdie plaas-eiendom is ongeveer 30 km vanaf Oudtshoorn op die Lategansvlei/Matjiesrivier pad geleë. Die volgende inligting word verskaf insake verbeterings op die plaas-eiendom alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer (groot), eetkamer, vyf slaapkamers, twee badkamers, gang, kombuis, motorhuis en groot buitegeboue. Die huis beskik ook oor Evkom krag.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van 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 340/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank**, Eiser, en **A. G. Matile**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 3 Maart 1994 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 28 April 1994 om 10:00, voor die Landdroskantoor, Kimberley deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 51, Ipeleng, geleë in die dorp Ipeleng, in die munisipaliteit Galeshewe, beter bekend as Chris Maraisstraat 51, Ipeleng, Kimberley, groot 390 vierkante meter.

Sonerings: Woningdoeleindes alleenlik.

Gehou kragtens Transportakte T568/1990, onderworpe aan Verbandakte Bb249/1990 ten gunste van Saambou Bank Bpk.

10% (tien persent) van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Kimberley, 13 April 1994.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 4714/93

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

ABSA Bank Limited, trading as Trust Bank, *versus* **Theodorus Keyzer**

The following property will be sold in execution by public auction held at 103 Die Rand, Kromriver, Stellenbosch, to the highest bidder on 7 June 1994 at 09:00:

Unit comprising Section 103 and its undivided share in the common property known as Die Rand Sectional Title Scheme, in extent 66 (sixty-six) square metres, held by Certificate of Registered Sectional Title ST54/1987 (103) (unit), situated at 103 Die Rand, Kromriver, Stellenbosch.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer, Michael James Auctioneers, 63 Victoria Street, Somerset West.

2. The following information is furnished but not guaranteed: Lounge, kitchen, bathroom, toilet, shower, two bedrooms and attached 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 45116/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Bankfin**, Eiser, en **Ebrahim Gaidien**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 10 Junie 1994 om 12:00, op die plek te Rolensingel 5, Crawford:

Erf 37774, Kaapstad, te Athlone, geleë in die munisipaliteit Kaapstad, afdeling Kaap, groot 706 (sewehonderd en ses) vierkante meter, gehou deur die Verweerder kragtens Transportakte T30364/1972.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshof No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 29,5% (nege-en-twintig komma vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,5 per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

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

A. J. van Zyl, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. A. J. van Zyl/A. Rudman/Z81042.)

Case 43259/93

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Roesdien Dramat**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a sale will be held in front of the premises, 96 Sirius Road, Surrey Estate, Athlone, Cape, on Monday, 13 June 1994, at 14:00, of the following immovable property:

Erf 36148, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 480 square metres, being a double storey consisting of five bedrooms, kitchen, lounge, dining-room, toilet, bathroom, bathroom-en-suite 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 Wynberg, 709 Electric Road, Wynberg, Cape.

Herbsteins, 17th Floor, 2 Long Street, Cape Town. (Ref. B. Halliday/lb/23132.)

Nedcor Bank Limited versus (1) Cheryl Sandra Delpoit; (2) John Henry Delpoit and (3) Carl Oberon Delpoit

The property: Erf 40620, Cape Town, at Athlone, in the City of Cape Town, Cape (38 Olifant Road, Primrose Park).

In extent: 496 square metres.

Improvements (not guaranteed): Single dwelling, tiled roof, three bedrooms, lounge, kitchen, bathroom and w.c.

Date of sale: 7 June 1994 at 10:00.

Place of sale: 38 Olifant Road, Primrose Park.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Frank Dawson**, First Defendant, and **Sophia Elizabeth Dawson**, Second Defendant

In the above matter a sale will be held on Friday, 10 June 1994 at 10:00, at the site of 20 Von Willigh Crescent, Kuils River, being:

Erf 8121, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 630 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling with a tiled roof comprising three bedrooms, lounge, kitchen, bathroom, toilet and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Bepersk**, Eksekusieskuldeiser, en **Gray van Wyk** en **Joyce van Wyk**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 20 April 1994, sal die volgende eiendom in eksekusie verkoop word op 7 Junie 1994 om 10:30, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 9456, George, in die munisipaliteit en afdeling George, ook bekend as Nuwestraat 1, Rosemoor, George, groot 330 vierkante meter, gehou kragtens Transportakte T59019/1992.

Verbeterings: Een woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien comma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisiskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisiskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 4de dag van Mei 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 694/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Hendry Patric** en **Maria Carelse**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 31 Maart 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 7 Junie 1994 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 11186, George, ook bekend as Kingstraat 24, Parkdene, George, in die munisipaliteit en afdeling van George, groot 412 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel T10521/1989.

Verbeterings: Enkelverdieping woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaterskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaeur en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 4de dag van Mei 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 1176/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Dawid Stefanus van der Ryst**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 20 April 1994, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 9 Junie 1994 om 10:00, te die gegewe perseel naamlik:

Erf 325, Heroldsbaai, in die Plaaslike Gebied van Heroldsbaai, afdeling George, ook bekend as Voëlklipstraat, Heroldsbaai, groot 768 vierkante meter, gehou kragtens Transportakte T25900/1977.

Verbeterings: Leë Erf.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944 en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaterskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaeur en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 4de dag van Mei 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk**, Eiser, en **Cornelius Samuels**, Eerste Verweerder, en **Sophia Samuels**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 6 Junie 1994 om 10:00, te die Landdroskantoor, Paarl:

Erf 18403, Paarl, in die munisipaliteit en afdeling van Paarl, groot 271 vierkante meter, gehou kragtens Transportakte T20212/1990, synde 'n woonhuis geleë te Gammay Close 10, Nederburg, Heights, Paarl.

Veilingsvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepaling van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 16% (sestien persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Saak 4638/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Stannic**, Eiser, en **Mogamat Sedich Ariefdien**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 26 November 1993, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op Woensdag, 8 Junie 1994 om 10:00, te ondervermelde perseel:

Erf 13996, Lavalia, George, geleë in die munisipaliteit George, groot 621 vierkante meter, gehou kragtens Transportakte T43038/1990 (ook bekend as Swaardleliestraat 47, Lavalia, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Vakante erf.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 26,195% (ses-en-twintig komma een nege vyf persent) per jaar, sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van Van Rensburg Eiendomme & Veilings sowel as by die kantore van Millers Ingelyf van Beaconsuis, Meadestraat 123, George en die Balju, Wellingtonstraat 36A, George.

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

Millers Ingelyf, Eiser se Prokureurs, Beaconsuis, Meadestraat 123, George. (Verw. RT/EN/S3662/NPS1.)

Saak 3204/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Jonathan Charles Spies**, Eerste Eksekusieskuldenaar, en **Mercia Cecilia Spies**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 10 Junie 1994 om 09:00, op die perseel:

Erf 3610, Eersterivier, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 300 vierkante meter, gehou kragtens Transportakte T78794/92, ook bekend as Flamboyantweg 16, Stratford, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 17% (sewentien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit twee slaapkamers, kombuis, sitkamer, badkamer en toilet.

Buitegebou: Geen.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

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

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 2593/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Standard Credit Corporation Limited**, Judgment Creditor, and **N. J. van Aswegen**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River and writ of execution dated 1 September 1993, the following property will be sold in execution, 6 Monrovia Circle, Bernadino Heights, Kraaifontein, on 17 June 1994 at 11:00, to the highest bidder:

Certain land situated at Kraaifontein, in the City of Stellenbosch Municipality, Cape Division, being Erf 1048, Stellenbosch at Kraaifontein, measuring 325 square metres, held under Deed of Transfer T15871 dated 1987, also known as 6 Monrovia Circle, Bernadino Heights, Kraaifontein.

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: Three bedrooms, bathroom, kitchen, lounge and garage.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank- or building society-guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-six (26%) per centum per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's offices.

Dated at Cape Town this 5th day of May 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. V. Beswick/ X1T0021/100294.)

Case 6474/92

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Execution Creditor, and **F. H. Mapu**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 24 September 1992, and in pursuance of an attachment in execution dated 24 March 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 2 June 1994 at 11:00, of the following immovable property, situated at 57 Nyanda Street, KwaNobuhle, Uitenhage:

Zoned: Residential.

Being: Erf 10311 (now Erf 3141), KwaNobuhle, situated in the area of the City Council of KwaNobuhle, Division of Uitenhage, in extent 223 square metres.

Held by: Fezile Harry Mapu.

Under: Certificate of Registered Grant of Leasehold TL2522/88, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Freestanding single storey brick and/or cement dwelling with two bedrooms, bathroom, kitchen and toilet.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (Auctioneer's) charges in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within 14 (fourteen) days from the date of sale.

Dated at Uitenhage on this the 2nd day of May 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S. A. Permanent Centre, Caledon Street, Uitenhage.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hester Josina Willemina de Kock**, Verweerderes

Ingevolge 'n vonnis deur bogemelde Agbare Hof gedateer 3 Februarie 1992, sal 'n verkoping in eksekusie gehou word om 10:00 op 10 Junie 1994, voor die Landdroskantoor in Sutherland, wanneer die volgende eiendom deur die Balju van Sutherland aan die hoogste bieder verkoop sal word, naamlik:

Erf 172, Sutherland, in die munisipaliteit en afdeling Sutherland.

Groot: 1 904 vierkante meter, gehou kragtens Transportakte T30215/1975.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

Die eiendom is verbeter met 'n bouvallige woonhuis met klipmure en 'n platdak van sink, bestaande uit ses vertrekke en 'n badkamer.

Die verkoopvoorwaardes kan besigtig word by die kantoor van die Balju vir Sutherland.

Vir verdere navrae skakel (02392) 2112.

Gedateer te Kaapstad hierdie 6de dag van Mei 1994.

De Klerk & Van Gend, Eiser se Prokureurs, Volkskasgebou, Adderleystraat, Kaapstad.

Saak 1530/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Jacques Bertus Waldeck**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 28 Maart 1994 en 'n lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op 16 Junie 1994 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 8222, geleë in die stad en distrik Kimberley, beter bekend as Adamstraat 17, Kimberley-Noord, Kimberley, groot 384 (driehonderd vier-en-tagtig) vierkante meter.

Sonering: Woningdoeleindes alleenlik, gehou kragtens Transportakte T1883/1992, gedateer 20 Mei 1992, onderworpe aan Verbandakte B5289/1993 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

10% (tien persent) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Geteken te Kimberley op die 9de dag van Mei 1994.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 22788/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Dr Orman and Partners**, Plaintiff, and **M. R. Adjiet**, Defendant

In execution of the judgment of the Magistrate's Court for the District of Cape Town, in the above matter, a sale will be held in front of the premises, 15 Beatty Street, University Estate on Tuesday, 7 June 1994 at 10:30, of the following immovable property:

Erf 14792, Cape Town at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 512 square metres.

Consisting of single dwelling with brick walls under a tiled roof consisting of four bedrooms, kitchen, lounge, toilet/bathroom combined, workshop with toilet, servant's room 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, 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 of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town.

Herbsteins Inc., 17th Floor, 2 Long Street, Cape Town. (Ref. A. Batchelor/mdc/23211/57074.)

Case 5136/92

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

In the matter between **M & Dee Supply**, trading as Tommy's Hire & Building Supplies, Judgment Creditor, and
Aubrey Dominic Treadway, Judgment Debtor

In pursuance of judgment granted on 4 December 1992, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 June 1994 at 10:00, at 12 Aster Road, Proteapark, Atlantis, to the highest bidder:

Description: Erf 2461, Westfleur, in extent two hundred and six (206) square metres.

Postal address: 12 Aster Road, Proteapark, Atlantis.

Improvements: Dwelling-house, held by the Defendant in his name under Deed of Transfer T6759/92.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 6B Market Street, Malmesbury.

Dated at Athlone this 15th day of April 1994.

H. B. Joshua, for Wilkonson Joshua Gihwala & Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Case 6932/93

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

In the matter between **John Hendricks**, Plaintiff, and **Barry Mark Davids**, First Defendant, and **Lizette Shareen Davids**,
Second Defendant, married in community of property to each other

In the above matter a sale will be held on Monday, 6 June 1994 at 10:00, at Wynberg Court-house, the site being:

Erf 5977, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring four hundred and sixty-eight (468) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed):
Brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Mitchells Plain this 15th day of April 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. [Tel. (021) 391-1485/3808.]

Case 24881/91

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

In the matter between **Clarence Michael Domingo**, Plaintiff, and **Magdalene du Plessis**, First Defendant, duly assisted
herein by her lawful husband **Ronald Charles du Plessis**, Second Defendant

In the above matter a sale will be held on Monday, 6 June 1994 at 10:00, at Wynberg Court-house, the site being:

Erf 4244, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring forty-four (44) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Single dwelling, brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Mitchells Plain this 5th day of May 1994.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. [Tel. (021) 391-1485.]

Case 2007/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between A. G. Johnson, Plaintiff, and **A. Fataar**, (Id. No. 3406145054023), First Defendant, and **M. S. Adams**, Id. No. 5610225090019, Second Defendant

In pursuance of judgment granted 1 October 1994, in the Somerset West Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 24 May 1994, at 10:00, at the Court-house, Main Road, Somerset West, to the highest bidder:

Description: Erf 1787, Macassarstrand, in the Area of Stellenbosch, in extent six thousand nine hundred and twenty-eight (6 928) square metres.

Postal address: P.O. Box 183, Macassar, also known as c/o Johnson Properties, Sandvlei Road, Sandvlei, Faure.

Improvements: Three bungalows with asbestos roofing, foundation for house which is in the process of being constructed.

Held by the Defendant in his name under Deed of Transfer T77758/91:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Athlone this 15th day of April 1994.

Plaintiff's Attorneys.

S. Rajie/ES/C05734-Z05733.

NATAL

Case 27624/93

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

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Christian Benjamin Roux**, First Execution Debtor, and **Mrs Sarah Roux**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 January 1994, the following immovable property will be sold in execution on 10 June 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1247 of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-two (322) square metres, represented and situated at 35 Viola Place, Eastwood, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the 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.

Dated at Pietermaritzburg this 29th day of April 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 8810/92

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

In the matter between **Furniture Game**, Execution Creditor, and **Thabo Nkosinathi Huddleston**, First Execution Debtor, **Masemulo (Thabo Nkosinathi)**, Second Execution Debtor, and **Huddleston Masemola**, Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 23 October 1992, the following immovable property will be sold in execution on 10 June 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 26 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and eighty-nine (589) square metres, represented and situated at 34 Opperman Road, Westgate, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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.

Dated at Pietermaritzburg this 29th day of April 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 41634/92

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

In the matter between **MLS Bank Limited**, Execution Creditor, and **Gilbert Theo Hinze**, Execution Debtor

In pursuance of a judgment granted on 1 February 1993, in the Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: Subdivision 62 of Lot 565 Bluff, situated in the City of Durban, Administrative District of Natal, in extent 2 215 (two thousand two hundred and fifteen), square metres, held under Title T28632/1987.

Physical address: 5 Sloane Road, Bluff, Durban.

Improvements: Residential dwelling under tiled roof constructed with brick and plaster comprising three bedrooms, two bathrooms, dining-room, lounge, kitchen, sundeck and double garage.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Durban South, or at the offices of Strous & Prior.

Dated at Durban this 28th day of April 1994.

Strous & Prior, Execution Creditor's Attorneys, 11 Lennox Road, Greyville, Durban, 4023.

Case 3047/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **CCW Wholesalers (Pty) Ltd**, trading as Empangeni Cash & Carry, Plaintiff, and **B. V. Ngcobo**, trading as Kwahlakanyana Trading Store, Defendant

In pursuance of a judgment granted on 17 October 1989 in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 16 June 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A598 in the Township of Ngwelezane, District of Enseleni measuring 648 m² (square metres), represented in the name of Bonginkosi Vincent Ngcobo by virtue of Deed Grant G4403/88.

(b) *Street address:* A598 Ngwelezane.

(c) *Improvements* (not warranted to be correct): Dwelling under asbestos roof, two bedrooms, lounge/dining-room, kitchen, toilet inside and having electricity. Not fenced.

(d) *Zoning/special privileges or exemption:* Special Residential zoning, no special privileges of exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of April 1994.

Chris van der Merwe & Partners, The Park, Unit J1, Ground Floor, Empangeni, 3880; P.O. Box 857.

Case 22675/93

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

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Mandla Jacob Phungula**, First Execution Debtor, and **Nobukhosi Constance Phungula**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 October 1993, the following immovable property will be sold in execution on 10 June 1994 at 11:00 at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 265 of Lot 1486, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and forty nine (649) square metres represented and situated at 12 Visagie Road, The Grange, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorney, 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.

Dated at Pietermaritzburg this 29th day of April 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorneys, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 22773/93

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

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **John Basil Gouws**, First Execution Debtor and **Roslyn Eva Gouws**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 22 November 1993, the following immovable property will be sold in execution on 10 June 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 23 (of 18) of the farm Bishopstowe 3567, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand (1 000) square metres represented and situated at 11 Edgewood Place, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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.

Dated at Pietermaritzburg this 29th day of April 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 3308/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Themba Enock Nombela**, Execution Creditor, and **Joel Thwethweni Hlongwa**, First Execution Debtor, and **Samuel Sobiso**, Second Execution Debtor

In pursuance of a judgment granted on 17 August 1992, in the Durban and Coast Local Division of the Supreme Court of South Africa and a writ of execution issued thereunder, the immovable property which is described hereunder will be sold in execution by the Sheriff for the Supreme Court, Umlazi, on Wednesday, 15 June 1994 at 10:00, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description of property: Ownership Unit J426, Umlazi Township, District County of Durban, in the extent three hundred and eighty-eight (388) square metres represented and described on General Plan BA 11/1967 held under Deed of Grant G00 1810/89 issued at Pretoria on 15 November 1983 together with all improvements thereon. *Street address:* Unit J426 Umlazi Township.

Improvements: The property has been improved by the erection of a dwelling-house thereon consisting of two bedrooms, bathroom, kitchen, dining-room cum lounge, with electricity asbestos roof. *Zoning:* General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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 ten per centum (10%) of the purchase price together with the auctioneer's commission, in cash immediately after the sale and the balance against transfer to be secured by a bank or buildig society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for interest at the rate of 16% (sixteen per centum) per annum to the Execution Creditor on the amount due to him calculated as from the date of sale to the date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by said attorneys.

5. The property and improvements thereon are sold voetstoots and without any warranties.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Umlazi.

Dated at Durban this 21st day of April 1994.

Z. E. Buthelezi, for S. S. Mathe, Zondo & Company, Execution Creditor's Attorneys, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Z. E. Buthelezi/RO/C0005249.)

Case 19572/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ishwar Dutt Seodutt**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 13 August 1993, the immovable property listed hereunder will be sold in execution on Friday, 3 June 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 1 of Lot 352, Raisethorpe, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 665 square metres, situate at 18 Trichy Road, Raisethorpe, Pietermaritzburg.

Held by Defendant under Deed of Transfer T7435/84.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential. *Improvements:* Vacant land.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 4th day of May 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2577/93.)

Case 76216/93

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

In the matter between **Super Estates and Finance Brokers**, Plaintiff, and **Mpikwa Mzikayifini Msomi**, also known as Welkom, Defendant

In pursuance of a judgment on 14 December 1993, in the Magistrate's Court, Durban and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 June 1994 at 10:00, at the front entrance of the Magistrate's Court, 20 Chancery Lane, Pinetown:

Description: Lot 401, Klaarwater, situate in the Administrative District of Natal, in extent 406 square metres. *Street address:* Lot 401, Klaarwater, Pinetown. *Improvements:* Blocks and asbestos. Nothing in this regard is guaranteed.

Material conditions:

1. This sale shall be subject to the provisions of the Magistrates' Courts Act (No. 32 of 1944), as amended and the rules made thereunder.

2. The purchase price shall be paid by means of a deposit of 10% (ten per centum) thereof in cash immediately on the property being knocked down to the purchaser and the balance is to be handed to the Messenger within fourteen (14) days after date of sale.

3. The purchaser shall pay to the Messenger of the Court commission calculated at 4% (four per centum) on the purchase price immediately after the sale.

4. The property is sold as it stands and subject to any servitudes or conditions of title that may be registered against the property.

5. The full conditions of sale may be inspected at the offices of the Plaintiff/Judgment Creditor's attorneys hereunder or at the offices of the Sheriff, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 4th day of May 1994.

Phipson-De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Mr Lindemann/02S014011.)

Case 15656/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Archie Benjamin Zietsman**, First Execution Debtor, and **Gwendoline Mary Zietsman**, Second Execution Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 6 August 1993, the following immovable property will be sold in execution on 3 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 50 of Lot 1861, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 820 (eight hundred and twenty) square metres.

The following information is furnished regarding the property but is not guaranteed:

Main building: A brick dwelling with corrugated iron roof consisting of lounge, kitchen, two bedrooms, bathroom, two w.c.'s, pantry, verandah and paving.

Outbuildings: A brick dwelling with corrugated iron roof consisting of carport, w.c. with bath, living-room, bedroom and kitchen.

The property is situated at 19 Mason Road, Central South, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in case at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 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 on this 5th day of May 1994.

M. E. Cajee, vir Cajee & Associates, Plaintiff's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

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

In the matter between **Enid Elizabeth Hallowes, Cecile Isabelle Lindsay, Bernard Cajetan O'Malley and John Cheffins Mason**, Plaintiffs, and **Ramlall** (Ramlall Ramesar), Defendant

In pursuance of a judgment in the Court of the Magistrate of Durban and writ of execution dated 8 February 1994, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:11, in front of the Magistrate's Court, 27 Chancery Lane, Pinetown, to the highest bidder:

1. Lot 3048, Reservoir Hills Extension 11, City of Durban, Administrative District of Natal, in extent 8 363 square metres; and
2. Remainder of Lot 3056, Reservoir Hills Extension 12, City of Durban, Administrative District of Natal, in extent 5,1184 hectares.

Postal address:

1. Dunkeld Road, Reservoir Hills, Durban.
2. Shannon Drive (Opposite 122), Reservoir Hills, Durban.

Improvements: Vacant land (both properties).

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

The full conditions may be inspected at our office and/or at the office of the Sheriff of the Court.

J. C. Mason & Co., Plaintiff's Attorneys, 600 Liberty Life House, 269 Smith Street, Durban.

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

In the matter between **Allied Building Society**, Execution Creditor, and **Soobiah Naidoo**, Execution Debtor

In pursuance of a judgment granted on 9 June 1992, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 10 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 215 (of 14) of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 810 (eight hundred and ten) square metres.

Postal address: 61 Belfort Road, Belfort Estates, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile comprising lounge, dining-room, kitchen, three bedrooms, bathroom and second toilet and shower.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty of Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 3rd day of May 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Bekizizwe Wilson Dlamini**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 16 February 1994, the following immovable property will be sold in execution on 7 June 1994 at 11:00, at the Sheriff's Office, 142 Connor Street, Estcourt, to the highest bidder:

Unit 785, in extent 465 (four hundred and sixty-five) square metres, situated in the Township of Wembezi A, in the District of Estcourt, represented and described on General Plan BA8/1969, situated at Unit 785, Wembezi A.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling-house constructed of concrete under asbestos roof, consisting of four bedrooms, bathroom, kitchen, dining-room, lounge, garage and servants' quarters.

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, 142 Connor Road, Estcourt, 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, 142 Connor Road, Estcourt, 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 & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 835/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Bheki Dexter Mkhize**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 24 March 1994, the property listed hereunder will be sold in execution on 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit A35, in the Township of KwaMashu-A, in the District of Ntuzuma, in extent two hundred and forty-two (242) square metres, represented on General Plan PB33/1989.

Postal address: Unit A35, KwaMashu-A Township, KwaZulu, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., steps and paving slabs.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of May 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/235.)

Case 1635/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mandlenkosi Mdluli**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 6 July 1993, in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Empangeni, in front of the Magistrate's Court, Justice Street, Empangeni, Natal, on Wednesday, 8 June 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 33 Knutzen Street, Empangeni, Natal, namely:

Unit A378, Nseleni, situated in the Nseleni Township, District Nseleni, County of Zululand, in extent 598 (five hundred and ninety-eight) square metres, which property is physically situated at Unit A378, Nseleni, Nseleni Township, and which property is held by the above-named Defendant under and by virtue of Deed of Grant G7624/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. There is an outside toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 15th day of April 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nisha Mahabeer**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 April 1994, the following immovable property will be sold in execution on Friday, 3 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 107 of Lot 60, Ockerts Kraal, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 814 (eight hundred and fourteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 10 Raiton Place, Bellevue, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, one and a half bathrooms, shower, two w.c.'s, lounge, dining-room and kitchen. Outbuilding comprises garage.

Material condition 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, 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 Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 29th day of April 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 42059/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Desodharaka Ellaurie**, Defendant

In pursuance of a judgment granted on 18 March 1992, in the Court of the Magistrate, Durban, and under writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 9 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Lot 981, Isipingo, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 280 (one thousand two hundred and eighty) square metres.

Postal address: 8 Tiger Rocks Road, Isipingo Beach.

The property consists of: Brick building with tiled roof, two bedrooms, bedroom with en suite, bath, basin and toilet, bathroom with bath, basin and toilet, toilet, lounge, dining-room, kitchen and garage. Outbuilding with tiled roof and room.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, or the offices of Meumann & White, Durban.

Dated at Durban on this the 4th day of May 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/020877.)

Case 3077/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **T. B. Miya**, First Defendant, and **D. R. Miya**, Second Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit K160, in the Township of kwaDabeka, District of Pinetown, in extent 407 square metres, represented and described on General Plan 350/1987.

Physical address: Unit K160, kwaDabeka.

Improvements: Single storey, brick under tile dwelling, two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 2nd day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Cliff/sp.)

Case 9153/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. Whittal**, Defendant

In pursuance of a judgment granted on 3 March 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: A unit consisting of—

(A) Section 189, as shown and more fully described on Sectional Plan SS233/83, in the scheme known as Birches in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown of which the floor area, according to the said sectional plan, is 83 (eighty-three) 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 ST10591/92.

Physical address: Flat 6, Sunny Birches, Paradise Valley, Pinetown.

Improvements: Double storey, sectional title dwelling, two bedrooms, bathroom with separate toilet, kitchen, combined lounge/dining-room, balcony and under cover parking (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

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

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Cliff/sp.)

Case 3989/91

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Robin Michael Human**, 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, 10 June 1994 at 10:00:

Description: Lot 1315, Pinetown, Extension 26, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 872 (one thousand eight hundred and seventy-two) square metres, held under Deed of Transfer T30162/88.

Physical address: 8 Anugs Road, Farningham Ridge, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom, shower with toilet. *Outbuilding:* Garage, shower with toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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.4578/S. L. Mayes.)

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 **Emmanuel Appalsamy**, First Defendant, and **Pauline Pearl Appalsamy**, 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, 10 June 1994 at 10:00:

Description: Section 17, as shown and more fully described on Sectional Plan 39/1989, in the building or buildings known as Nagina Gardens, situated in Pinetown, in the Pinetown Local Authority, of which the floor area according to the said sectional plan is 76 (seventy-six) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title ST39/1989 (17) (Unit).

Physical address: 17 Nagina Gardens, Marianhill, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising three bedrooms, bathroom and toilet, lounge, dining-room and kitchen. There are no outbuildings.

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.6045/S. L. Mayes.)

Case 1060/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mokolobane Daniel Mogale**, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Remainder of Lot 2184, Westville, situated in the Borough of Westville and in the Administrative District of Natal in extent 1 914 (one thousand nine hundred and fourteen) square metres held by the Defendant under Deed of Transfer T12117/1993 and having street address at 96 Westville Road, Westville, Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 the property is zoned Special Residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots);

2.2.1 single storey dwelling, brick under tile roof comprising lounge, pub, dining-room, kitchen, three bedrooms, shower and w.c.;

2.2.2 outbuilding comprising a garage, servants quarters' and shower.

3. *Terms:*

3.1 the sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges, [being 5% (five per centum) on the R20 000 (twenty thousand rand) of the price and 3% (three per centum) on the balance, with a maximum of R6 000 (six thousand rand)] 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

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

J. M. Kock, for John Kock & Co., Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1246/D11.)

Case 7938/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nyama Joseph Mlomo**, First Defendant, **Anna Joseph Mlomo**, Second Defendant, **Thandi Annamaria Mlomo**, Third Defendant, and **Linda Gabriel Mlomo**, Fourth Defendant

In pursuance of a judgment of the above Honourable Court dated 18 March 1994, a sale in execution will be held on 9 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South to the highest bidder:

All the mortgagor's right, title and interest in and to certain leasehold of Lot 1626, Lamontville, Administrative District of Natal, in extent 387 (three hundred and eighty-seven) square metres, situated at 4123 Ntwasa Road, Lamontville.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a single storey brick under tile building comprising five bedrooms, bathroom with bath, basin and toilet, kitchen and lounge.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St. Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 28th day of April 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N074.7024/94.)
rban. (Ref. Mrs Singh/N074.7024/94.)

Saak 60842/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Vonnisskuldeiser, en **Sikander Mahomed**, Vonnisskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 7 Februarie 1993 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 1 Julie 1994 om 10:00, te Landdroshofgebou, Couperstraat, Stanger, geregteik verkoop sal word, naamlik:

Erwe 50, 51, 54 en 55, Padianagar, geleë te Aquamarineweg, Padianagar, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Couperstraat 116, Stanger, ter insae lê en behels onder andere die volgende:

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

Gedateer te Pretoria op hede die 2de dag van Mei 1994.

R. F. Kruse, vir Couzyn, Hertzog & Horak Ing., Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat; Posbus 125, Pretoria. [Tel. (012) 322-8780.] (Verw. T. Horak/T777c.)

Case 128/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Lion Alton Mbhele**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 27 August 1992, the undermentioned property will be sold in execution on 7 June 1994 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Site 2987, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 5 Poort Road, Ladysmith.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 18th day of April 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle; C/o kwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited No. 87/01384/06**, formerly Natal Building Society Limited, Plaintiff, and **Wendy Gayle Lombard**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 17 February 1994, the immovable property described as:

Lot 1041, Uvongo (Extension 1), situated in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 606 square metres, and situated in 2 Clarendon Road, Uvongo, will be sold in execution on Friday, 10 June 1994 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on their and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile consisting of two lounges, dining-room, kitchen, three bedrooms, bathroom with bath and wash basin, shower, toilet, bedroom with dressing room and bathroom en suite, bar and mand bathroom en suite, bar and entertainment room, verandah, swimming-pool and courtyard with built-in braai.

Dated at Port Shepstone on this the 15th day of April 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N216/01N209562.)

Saak 4435/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Die Stadsraad van die Munisipaliteit van Newcastle**, Eksekusieskuldeiser, en **C. J. Visagie en Ander**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 Maart 1994, word die ondervermelde eiendom op 8 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Restant van Erf 726, Newcastle.

Die eiendom is verbeter maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle, en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die koper sal 'n deposito betaal van 10% (tien persent) van die koopprys op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 18% (agtien persent) per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingswaarborg wat gelewer moet word binne 14 (veertien dae) vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 13de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 7/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi David Nkosi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 29 Maart 1994, sal die ondervermelde eiendom op 8 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregte-lik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit D4871, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

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

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Saak 698/94

IN DIE LANDDROSHOF GEHOU VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mthembeni Phinas Mpanza**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 14 Maart 1994, sal die ondervermelde eiendom op 8 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregte-lik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site C1061, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 7de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Saak 2559/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Bawuleni Cornelius Nkosi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Maart 1994, sal die ondervermelde eiendom op 8 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregte-lik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site F7712, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop, maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 7de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Shaik Abdul Sattar Sheik Hassan**, First Defendant, and **Mrs Sheriffa Sheik Hassan**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 19 January 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, at 22 Chancery Lane, Pinetown, on 20 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 3686, Reservoir Hills (Extension 15), situated in the City of Durban, Administrative District of Natal, measuring two thousand two hundred and fifty (2 250) square metres; in extent two thousand two hundred and fifty (2 250) square metres, which property is physically situated at 23 Newcastle Avenue, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13174/93.

Improvements: Without constituting warranty of any nature, the property has been improved by the erection thereon of lounge, dining-room, familyroom, kitchen, five bedrooms, bathroom, toilet, shower and toilet. *Zoning:* The property is zoned for special residential 900 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 28th day of March 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/026041/Mrs Chelin.)

Case 9498/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Govindsamy Peter**, First Defendant, **Samson James**, Second Defendant, **Joshua James**, Third Defendant, and **Carey James**, Fourth Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 1 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, on 3 June 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 978, Reservoir Hills (Extension 4), situated in the City of Durban, Administrative District of Natal, measuring 1 141 (one thousand one hundred and forty-one) square metres; which property is physically situated at 27 Arnot Street, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25510/82.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, study, six bedrooms, kitchen, bathroom/two showers, two toilets, garage, staffroom and toilet; *Zoning:* The property is zoned for special residential 900 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 18th 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/016/026035/Mrs Chetty.)

Case 6545/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Zondani Nelson Ntingi**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 1 August 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit E845, in the Township of Ntuzuma, District of Ntuzuma, in extent 315 square metres represented and described on General Plan PB125/1980. *Postal address:* Unit 845, Ntuzuma E.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen and toilet with bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.) *Zoning* (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 5th day of May 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/N226.)

Case 11746/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Thembinkosi Michack Mqadi**, Execution Debtor

In pursuance of a judgment granted on 13 December 1993 in the Magistrate's Court for the District of Inanda Area 1, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Ownership Unit C834, in the Township of Ntuzuma, District of Ntuzuma, in extent 402 (four hundred and two) square metres, represented and described on General Plan PB72/1983, held under Deed of Grant G713/87.

Street address: Unit C834, Ntuzuma.

Improvements: A brick under tile dwelling consisting of: Three bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities.

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 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.
2. The purchaser shall be liable for interest at the rate of 16% (sixteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.
3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
4. The property and the improvements thereon are sold voetstoots and without any warranties.
5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 6th day of May 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Paul Sifiso Ngcobo**, Execution Debtor

The property which will be put up for auction on Friday, 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, consists of a certain piece of land being:

Description: Ownership Unit 459, in extent 315 (three hundred and fifteen) square metres, situated in the Township of Ntuzuma-Unit 6, in the District County of Victoria, represented and described on General Plan BA419/1978 held under Deed of Grant G1349/34.

Street address: Unit F459, Ntuzuma.

Improvements: A block under asbestos dwelling consisting of: Two bedrooms, lounge, kitchen, toilet with bathrooms and water and light facilities.

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 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 6th day of May 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 9756/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Thos. Barlow & Sons (Natal) (Pty) Ltd**, Plaintiff, and **Byrne Harld Galtrey**, Defendant

In the execution of a judgment granted on 15 February 1994 in the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, the following property will be sold by the Deputy Sheriff of the Supreme Court, District of Pinetown, on 10 June 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on conditions to be read out by the Deputy Sheriff prior to the sale and which conditions may be inspected at the office of the Deputy Sheriff at 62 Caversham Road, Pinetown:

Subdivision 3 of Consolidated Lot 36, Winston Park, situated in the Gillitts Town Board Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,5903 (one comma five nine nought three) hectares.

Street address: 36 Reservoir Road, Winston Park, Gillitts, Natal.

Improvements:

Without constituting a warranty of any nature the property has been improved by the erection thereon of the following:

Dwelling: Brick under tile dwelling, four bedrooms, main en suite and family bathroom, lounge, dining-room, kitchen, pantry, laundry, double garage, double servants' quarters, workshop, two store-rooms plus swimming-pool.

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 approved by Plaintiff's attorneys and to be furnished to the Deputy Sheriff within 14 (fourteen) days after the date of sale.

Dated at Durban this 25th day of April 1994.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. A. I. Hay/jw.)

Case 9185/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Busisiwe Ntuli**, Defendant

In pursuance of judgment granted on 29 December 1993, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6593, in extent 169 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G258/92.

Physical address: Ownership Unit A6593, kwaNdengezi.

The property consisting of Vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payments of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardin.

Case 1/94

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

In the matter between **Erwin Heinrich Otto Kaiser**, First Plaintiff, and **Maritha Renette Kruger**, Second Plaintiff, and **Subbas Chandraj Singh** and **Yashika Singh**, Defendants

Kindly take notice that in pursuance of a judgment of the above Honourable Court, granted on 17 January 1994, and warrant of execution issued on 21 February 1994, the undermentioned immovable property will be sold in front of the Magistrate's Court, Justice Lane, Glencoe, on Friday, 3 June 1994 at 10:00, or so soon thereafter as the matter may be heard:

Subdivision 21 (of 6) of Lot 694, Glencoe, situated in the Borough of Glencoe and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 298 (two hundred and ninety-eight) square metres

A dwelling-house is situated on the property with a detached cottage although no guarantees are given in this regard.

All the material conditions of sale may be viewed at the office of the Sheriff, Glencoe and at the office of the Execution Creditor's attorneys at the address mentioned below and the following conditions are high lighted:

1. The sale is without reserve and the property will be sold to the highest bidder subject to the discretion of the Execution Creditors who may refuse to accept any bid;

2. 10% (ten per cent) of the purchase price shall be payable on the day of the sale to the Sheriff and the balance is to be secured within 30 days from the date of the sale by suitable guarantees being lodged with the Execution Creditors attorneys.

Dated at Greytown this 6th day of May 1994.

Nel & Stevens, Execution Creditor's Attorneys, 117A Voortrekker Street, Greytown, 3500. (Ref. 04 N009 001.)

Case 58172/90

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Jayshree Choudree**, First Execution Debtor, and **Rabindranath Choudree**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban dated 8 May 1992, and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 June 1994 at 14:00, at the front entrance, Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 235 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 734 square metres, and held under Deed of Transfer T12985/1990.

Postal address: 24A Devshi Drive, Effingham Heights, Durban.

Improvements (but nothing is guaranteed in respect thereof): Brick under tile dwelling consisting of awning and patio, lounge, kitchen with built-in kelvinator eye-level oven and hob, dining-room, bathroom with toilet and wash basin, three bedrooms and separate toilet with shower.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent), plus V.A.T. (14%) fourteen per cent of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.

4. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall pay transfer costs including arrear and current levy and mortgage bond instalments, sewerage connection fees (if any), taxes and other charges necessary to effect transfer, upon request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 25th day of April 1994.

Norman MacRitchie & Craig Buck, Judgment Creditor's Attorneys, 1501 Metal Industries House, Ordinance Road, Durban. (Ref. N. J. MacRitchie/jst/ZE0007/2.)

Case 17488/93

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

In the matter between **KwaZulu Finance and Investment Corporation CC**, Plaintiff, and **Qondeni Eunice Chule**, Defendant

In pursuance of a judgment of the Court of the Magistrate's Court, Pietermaritzburg, dated 16 February 1994 the writ of execution dated 24 February 1994, the immovable property listed hereunder will be sold in execution on Friday, 10 June 1994 at 10:00, at 12 Campbell Road, Howick, to the highest bidder:

Ownership Unit A2219, in the Township of Mpophomeni, in the District of Vulindlela, in extent 325 square metres, represented and described on Deed of Grant 4092/87.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% (twenty comma two five per cent) per annum, to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Howick, immediately prior to the sale may be inspected at his office at 12 Campbell Road, Howick.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/395/gd.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 4142/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Marthienus Petrus van den Berg**, Verweerder

Ingevolge 'n vonnis gedateer 29 Maart 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 Junie 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 11572, geleë in die stad en distrik Bloemfontein, groot 686 vierkante meter, gehou kragtens Transportakte T6497/1981, Japie Neserweg 11, Uitsig, Bloemfontein.

Verbeterings: Woonuis met drie slaapkamers, badkamer, stort, toilet, sitkamer, eetkamer, kombuis, televisiekamer, binneshuise gimnasium, bediendekamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 3de dag van Mei 1994.

Rossouws, vir J. H. Conradie, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 12790/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Regspersoon van die Anrius Skema**, Eiser, en **M. E. Papane**, Verweerder

Ingevolge 'n vonnis gedateer 14 Desember 1993 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 Junie 1994 om 10:00, te die Peelaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 4, Deeltitel Anrius SS/6, groot 89 m², gehou kragtens Transportakte ST1653/92, Anrius 4, Andries Pretoriusstraat, Bloemfontein.

Verbeterings: Tweeslaapkamerwoonstel met badkamer, sit-/eetkamer, kombuis en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 4de dag van Mei 1994.

Rossouws, vir J. H. Conradie, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 785/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Bepers**, Eksekusieskuldeiser, en **Frederik Jacobus van Heerden**, Eerste Eksekusieskuldenaar, en **Johanna Magdalena van Heerden**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 18 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroshof, Odendaalsrus:

Erf 2608, geleë in die dorp Odendaalsrus (Uitbreiding 7), distrik Odendaalsrus, ook bekend as Boronstraat 23, Odendaalsrus, groot 1 040 vierkante meter, gehou kragtens Akte van Transport T7274/1986.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, twee badkamers, kombuis, twee motorhuise en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Geregsbode, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 30ste dag van April 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 786/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Bepers**, Eksekusieskuldeiser, en **Slavoljub Trifunovic**, Eerste Eksekusieskuldenaar, en **Jeunesse Trifunovic**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 20 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 3 Junie 1994 om 11:00, voor die Landdroshof, Odendaalsrus:

Erf 2673, geleë in die dorp Odendaalsrus-uitbreiding 7, distrik Odendaalsrus, ook bekend as Ysterstraat 15, Odendaalsrus, groot 5 027 vierkante meter, gehou kragtens Akte van Transport T13330/1990.

Verbeterings: Geen.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Landdroshof-wet, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle voorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoor-ure by die kantoor van die Geregsbode, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 30ste dag van April 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 488/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **Owerland Ontwikkeling**, Eiser, en **Moalosi Andrew Rakometsi**, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof, Witsieshoek gedateer 30 Augustus 1991, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 10 Junie 1994 om 09:00, voor die Landdroskantoor, Phuthaditjhaba. 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, Mev. M. M. Peens, Kamer 18B, Landdroskantoor, Phuthaditjhaba, voor die verkoping geïnspekteer kan word:

Sekere Eienaarseenheid 7368, geleë in die dorp Phuthaditjhaba en distrik Witsieshoek (Perseel 7368, Phuthaditjhaba), groot 464,6 (vierhonderd vier-en-sestig komma ses) vierkante meter, gehou kragtens Grondbrief 347/86/70.

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, kombuis, drie slaapkamers, een-en-n-halwe badkamer, garage en twee buitekamers.

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 14de dag van April 1994.

Coetzee & Gericke, Prokureurs vir Eiser, Heranohof 4, Stuartstraat 54; Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/cve S273/91.)

Case 4135/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Napo Johannes Shasha**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrates' Court, Botshabelo, on Friday, 3 June 1994 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site H1905, Botshabelo, held by the Defendant in terms of Deed of Grant 2214/88 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Two bedrooms, lounge, bathroom and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 18th day of April 1994.

E. Holtzhausen, Attorney for Plaintiff, Webbers, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 2678/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **NBS Bank Bepark**, Eiser, en **Desire Paulo Rietmuller Neto Kouprianoff**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 25 Maart 1994, sal die volgende eiendom per publieke veiling vir kontant, op 3 Junie 1994 om 11:00, te die Tulbagh-ingang tot die landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 5187 (Uitbreiding 1), geleë in die dorpsgebied Riebeeckstad, distrik Welkom, ook bekend as Louisstraat 23, Riebeeckstad. Die eiendom bestaan uit onder andere die volgende: 'n Woonhuis met buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging van die Eiser, en wel binne 7 (sewe) dae na datum van die 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 van die Landdroshof binne 14 (veertien) dae na datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaergelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstalige belasting en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyrikamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 2de dag van Mei 1994.

T. Wolmarans, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyrikamers, Heerenstraat 24; Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Saak 3581/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **M. I. en T. L. Mothibi**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 17 Junie 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16047, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung; gehou kragtens Transportakte TL12280/1990, grootte 246 (tweehonderd ses-en-veertig) vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 3de dag van Mei 1994.

Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

Case 7841/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Theunis Christoffel de Bruyn**, First Defendant, and **Marianne Margaret de Bruyn**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 21 July 1993 and a warrant of execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 17 June 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 9334 (Extension 27), situated in the City and District of Welkom, measuring 1 000 (one thousand) square metres, held by the Defendants by Virtue of Deed of Transfer T11110/1987, known as 6 Arend Street, Lakeview, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, shower with toilet, bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the date of the sale.

The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost 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 the 9th day of May 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL552.)

Case 317/93

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

In the matter between **Saambou Bank**, Plaintiff, and **Mojalefa Jeromiah Thole**, First Defendant, and **Litlhare Elisa Thole**, Second Defendant

In pursuance of a judgment in the Court, of the Welkom Magistrate's Court, granted on 10 February 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 July 1994 at 11:00, at the Tulbach Street entrance, to the Magistrate's Court, Welkom, namely:

Certain Erf 19452, situated in the Township of Thabong, District of Welkom, measuring 299 (two hundred and ninety-nine) square metres, held by the Defendant, by virtue of Certificate of Registered Right of Leasehold TL5491/1990, known as 19452 Thabong.

Improvements: Residential property with: Three bedrooms, bathroom and kitchen, none of which is guaranteed.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 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 conveyancer's 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 Value-Added Tax, 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 the 9th day of May 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/SBL4114.)

Case 4675/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tjoi Stephen Mosikili**, First Defendant, and **Thokozile Maria Mosikili**, 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 by the Sheriff of the Supreme Court, at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 3 June 1994 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 4102, Zamdela Township, District of Parys, measuring 524 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold L19/1986, being 4102 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 on this the 13th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56015/FCLS/Mr Brewer/djl.)

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 **Botenola Kleinboo Masemola**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrates Court Office, Baine Street, Sasolburg, on Friday, 10 June 1994 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3177, Zamdela Township, measuring 268 square metres, held by the Defendant, under Certificate of Registered Grant of Leasehold L379/1984, being 3177 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56513/FCLS/Mr Brewer/djl.)

Saak 94/562

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

In die saak tussen **Keith Charles Rudman NO**, Eiser, en **Willem Herman Enslin**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 21 Maart 1994, sal die ondervermelde eiendomme naamlik:

(a) Sekere resterende gedeelte van die plaas Lucretia 188, geleë in die distrik Clocolan, groot as sulks 93,5750 hektaar, onderworpe aan en geregtig tot sekere serwitute.

(b) Sekere resterende gedeelte van die plaas Middelpunt 120, geleë in die distrik Clocolan, groot as sulks 51,4225 hektaar, onderworpe aan en geregtig tot sekere serwitute, en

(c) Sekere gedeelte bekend as Rudman 253 van die plaas Driekop 261, geleë in die distrik Clocolan, groot 4,7509 hektaar, op 10 Junie 1994 om 10:00, by die hoofingang Landdroshof, Clocolan, Oranje-Vrystaat, deur die Balju vir die Hooggeregshof vir die distrik Clocolan aan die hoogste bieder of bieders geregtelik verkoop word maar onderworpe daaraan dat die eiendomme soos volg opgeveil sal word met die uitdruklike oogmerk om die hoogste totale prys vir al drie die eiendomme gesamentlik te verkry:

(i) Eerstens sal die drie eiendomme elk individueel as afsonderlike eenhede opgeveil word.

(ii) Daarna sal al drie die eiendomme gesamentlik as 'n eenheid opgeveil word.

Die verbeterings op die eiendomme, wat ongeveer 10 kilometer vanaf Clocolan op die Marquardpad geleë is, bestaan uit die volgende, maar niks word egter in hierdie verband gewaarborg nie.

Behalwe vir ongeveer 50 hektaar bestaan die drie plase gesamentlik uit droë lande. Op die plaas vermeld in paragraaf (a) hierbo is daar 'n gerieflike woonhuis, stoor, koeistal, varkhokke, buitegeboue en drie gronddamme. 'n Spruit met standhoudende water loop deur die plaas. Op die plaas vermeld in paragraaf (b) hierbo is daar 'n stoor en 'n buitegebou.

Die koper moet afslagsgelde, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne tien (10) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping voorgelees sal word lê ter insae by die kantoor van die Balju vir die Hooggeregshof vir die distrik Clocolan te Erasmusstraat 32, Ladybrand.

Geteken te Bloemfontein op hede die 5de dag van Mei 1994.

C. H. P. van der Post, Prokureur vir Eiser, p.a. McIntyre & Van der Post, Permgebou, Maitlandstraat, Posbus 540, Bloemfontein.

Saak 2935/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepers**, Eiser, en **Tseliso Edwin Tsubane**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 3 Maart 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Junie 1994 om 10:00, te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere: Erf 16810, Uitbreiding 111, geleë in die stad en distrik Bloemfontein, groot 1 575 vierkante meter, gehou kragtens Transportakte T5879/93.

Die eiendom bestaan onder andere uit die volgende.

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 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 (14) dae na die datum van die verkoping verstrekte word;

C. Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom berekening vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisiskuldeiser.

D. Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of die Adjunk-balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju te Bloemfontein-Wes, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Die Eiser waarborg nie enige van die inligting hierin vervat en word die eiendom voetstoots verkoop soos in die transportakte vermeld.

Geteken te Bloemfontein op hierdie 5de dag van Mei 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 793/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **A. G. Mokoena**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 22 April 1994 en 'n lasbrief tot eksekusie gedateer 22 April 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor Bethlehem gehou word op 10 Junie 1994 om 11:00, naamlik:

Perseel 4227, synde De Villiersstraat 75, Bohlakong, geleë in die dorp en distrik Bethlehem, grootte 498 vierkante meter.

Verbeterings: Drie slaapkamers, kombuis, sitkamer en badkamer.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 3de dag van Mei 1994.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak 449/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **Mnr. J. W. Swanepoel**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 26 April 1994 en 'n lasbrief tot eksekusie gedateer 26 April 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde verweerder voor die Landdroskantoor, Bethlehem, gehou word op 10 Junie 1994, om 11:00, naamlik:

Erf 218, synde hoek van Murray- en Wesselstraat, geleë in die dorp en distrik Bethlehem, grootte 1 965 vierkante meter, verbeterings tweeverdiepingwoonstelgebou.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 3de dag van Mei 1994.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak 5657/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepark**, Eiser, en **Johannes Theodorus Pienaar Bothma**, Eerste Verweerder, en **Peggy Bothma**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 15 April 1994 sal die volgende eiendom(me) van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Junie 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 17204 (Uitbreiding 120), geleë in die stad en distrik van Bloemfontein, groot 998 vierkante meter, gehou kragtens Transportakte T3462/91.

Die eiendom bestaan onder andere uit die volgende:

Drie slaapkamers, sitkamer/eetkamer, kombuis, twee badkamers, stort, twee toilette en bediende kamer.

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 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 (14) dae na die datum van die verkoping verstrekte word.

C. Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 17,25% (sewentien komma twee vyf persent) per jaar op die koopsom berekening vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser.

Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of die Adjunk-balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju te Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Die Eiser waarborg nie enige van die inligting hierin vervat en word die eiendom voetstoots verkoop soos in die transportakte vermeld.

Geteken te Bloemfontein op hierdie 5de dag van Mei 1994.

Pac Jacobs, Prokureur vir Eiser, Symington & De Kok, NBS-gebou, Bloemfontein.

Case 2928/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nico van Rensburg**, First Defendant, and **Aletta Fransiena van Rensburg**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 5 July 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 July 1994, at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 5210, situated in the Township of Riebeeckstad, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer T8614/1988, known as 58 Holden Street, Riebeeckstad.

Improvements Residential property with lounge, entrance hall, dining-room, family room, kitchen, scullery, four bedrooms, bathroom, bathroom with toilet and shower, toilet, servant's room, toilet and two garages (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of 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 conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including 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 13th day of May 1994.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr MC Louw/LVR/UN53.)

Case 316/94

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

In the matter between **Saambou Bank**, Plaintiff, and **Nare Everd Monaheng**, First Defendant, and **Masechaba Ana Monaheng**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 4 February 1994 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 July 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 11934, situated in the Township of Thabong, District of Welkom, measuring 425 (four hundred and twenty-five) square metres, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL2631/1989, known as 11934 Thabong.

Improvements: Residential property with two bedrooms, lounge and kitchen (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) 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 sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 13th day of May 1994.

M. C. Louw, for Daly & Neuman Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/SBL4115.)

Case 319/94

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

In the matter between **Saambou Bank**, Plaintiff, and **Bothman Mbuyiselo Tyali**, First Defendant, and **Bettie Mohanuoa Tyali**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 10 February 1994 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 July 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19896, situated in the Township of Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL11376/1990, known as 19896 Thabong.

Improvements: Residential property with two bedrooms, lounge, kitchen and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) 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 sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers' on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 13th day of May 1994.

M. C. Louw, for Daly & Neuman Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/SBL4117.)

Saak 327/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Saambou Bank**, Eiser, en **Ntsizi Edwin May**, Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia en 'n lasbrief vir eksekusie gedateer 2 Maart 1994, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 10 Junie 1994 om 10:00, te die Landdroskantore, Virginia-Tuine, Virginia, naamlik:

Eiendom bekend as Eureka Park 1445, Meloding, Virginia, geleë te Perseel 1445, Meloding-uitbreiding 1, in die dorpsgebied Virginia, distrik Ventersburg en bestaande uit 'n ses vertrek woonhuis, groot 267 (tweehonderd sewe-en-sestig) vierkante meter.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.

2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen opdrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeisers se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

3. Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia en by die Eiser se prokureurs ter insae lê.

P. Schuurman, vir Maree & Vennote, Prokureurs vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 212-3101] (Verw. P. Schuurman/he/S158.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: WOONHUIS MET SWEMBAD EN WOONSTEL, EKSCLUSIEWE AREA, SANDOWN-UITBREIDING 24

In opdrag van die Kurator in die insolvente boedel van **R. van der Schyf, Meestersverwysing No. T2739/93**, verkoop ons die ondergemelde eiendom per publieke veiling op die perseel, op Vrydag, 27 Mei 1994 om 12:00:

Eiendom en beskrywing: Adriennestraat 41B, Sandown (Erf 556, Sandown-uitbreiding 24). Noordaansig teëldakwoonhuis met swembad, vier slaapkamers, twee badkamers, sitkamer, ingangsportaal, familiekamer, kombuis, eetkamer, drie motorhuise en buitekamer met volledige badkamer. Eenslaapkamerwoonstel met geriewe en sitkamer. Grootte van erf 2 752 m².

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprijs verseker te word by wyse van waarborge binne 21 dae na datum van bekragtiging.

Afslasnota: Veiling word sterk aanbeveel. Die area waar u graag wil woon teen die prys wat u kan betaal!

Navrae: Libra Afslasers (011) 674-2336 of 674-2595. Marita Wright of Giel Bezuidenhout.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: RUIM WOONHUIS MET SWEMBAD, GREENHILLS, RANDFONTEIN

In opdrag van die Kurator in die insolvente boedel van **J. J. Ferreira, Meestersverwysing No. T3678/93**, verkoop ons die ondergemelde eiendomme per publieke veiling op die perseel op Vrydag, 26 Mei 1994 om 11:00:

Eiendom en beskrywing: Erf 636, Greenhills, Randfontein, ook bekend as Kareestraat 8, Greenhills, Randfontein. Ruim netjiese vyfslaapkamerteëldakhuis, beskik oor twee badkamers met aparte toilet, sitkamer, eetkamer, kombuis, motorhuis, bediendekamer, aparte vertrek met borrelbad en swembad, ingeboude kaste en matte.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprijs verseker te word by wyse van waarborge binne 21 dae na datum van bekragtiging.

Afslasnota: Veiling word sterk aanbeveel. Ideaal vir die groot gesin.

Navrae: Libra Afslasers. Marita Wright of Giel Bezuidenhout. [Tel. (011) 674-2336 of 674-2595.]

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of Papoutsj, trading as **The Duke of Carlton**, in liquidation, **Master's Reference T159/94**, we will sell the assets at our premises 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 24 May 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Tel. (011) 614-7135.]

PROPERTY MART SALES

LIQUIDATION SALE: KENILWORTH, JOHANNESBURG HOUSE WITH BUSINESS RIGHTS

Duly instructed by the Liquidators of **Stand Two Ninety One and Two Kenilworth CC**, in liquidation, **Master's Reference T2027/93**, we shall sell:

Erven 291 (zoned business) and 292 (zoned Residential 4), each are 495 square metres in extent, and situated respectively at 114 and 116 De Villiers Street, Kenilworth.

Ideal for attorneys, accountants, architects, etc. Erf 291 has an improvement of a plastered brick under tile house converted into offices. Erf 292 is utilised as a parking area for the offices. The office area is approximately 201 square metres in extent and comprises a reception area, five offices, boardroom, strong-room, store-room, kitchen and separate male and female toilets.

Erf 292 includes a single lock-up garage, 10 car-ports and a porta-room which is used as accommodation for an employee. All improvements are in good condition.

Sale takes place on the spot on Tuesday, 24 May 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer by cash or bank-guaranteed cheque. Balance within 30 days from date of confirmation by suitable bank-guarantee or cash.

Auctioneers: Property Mart (Estate 1963), 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours. (011) 462-3731.] Mr A. W. Hartard.

BOLAND BANK VEILINGS

LIKWIDASIEVEILING VAN INDUSTRIËLE EIENDOM, GELEË TE KITESTRAAT 10, BIRCH ACRES-UITBREIDING 7 (VOLG ONS WEGWYSERS), OP DINSDAG, 24 MEI 1994 OM 11:00

Behoorlik daartoe gemagtig deur die Likwidateur van **Gerhard Mill Properties (Edms.) Bpk.**, in likwidasie, **Meestersverwysing No. T505/94**, word ondergemelde eiendom per openbare veiling aangebied:

Vaste eiendom: Erf 2328, geleë in die dorp Birch Acres-uitbreiding 7, Registrasieafdeling IR, Transvaal, groot 1 979 m².

Verbeterings: Moderne siersteenkantoorblok met fabriek aangrensend. Oppervlak van verbeterings is as volg: Kantore—434 m², ablusie—217 m², fabriek—445 m².

Finansiering beskikbaar indien vooraf gereël met Boland Bank Beperk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslaaersnota: Pragtige kantore en fabriek in 'n groeiende nywerheidsgebied.

Navrae: Adriaan van den Heever en Ian Coetzee. [Tel. (012) 804-2112.]

Afslaer: Koos van Rensburg. [Tel. (012) 804-2112.]

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN PUIK TYDDEELEENHEDE OP 26 MEI 1994 OM 10:00, TE ONS PERSEEL, AUCTION CITY, KERKSTRAAT-OOS 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde opdraggewers, verkoop ons genoemde tyddeeleenheide per openbare veiling:

1. *Kruger Park Lodge: Augustus:* Week H37, Eenheid 50 (binne seisoen 12/8 tot 19/8), tesame met 'n spacebanked week by RCI. Drie slaapkamers. *Fasiliteite:* Golf, klubhuis, swembad en tennis. Heffing × R997 per jaar.

2. *Dikhololo: Fleksie week:* Vyf weksdae plus een naweek buite seisoen. *Fasiliteite:* Agt swembaddens, tennis, muurbal, sauna, put-put, vlugbal, glybaan en speelpark. Heffing × R441 per jaar.

3. *Lakeview: St Lucia:* Week 52, Woonstel 15 (binne seisoen 25/12 tot 1/1). Twee slaapkamers (ses mense), kyk uit op meer. *Fasiliteite:* Swembad, jacuzzi, sauna en restaurant. Heffing: R500 per jaar.

Die Kurators van (1) insolvente boedel **J. D. Hamilton, T5224/93**. (2) **A. J. Oosthuizen, T4004/91**. (3) **J. J. van Emmenis, T1321/93**.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks met die toeslaan van die bod.

Geen BTW betaalbaar.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

VAN'S AFSLAERS

VEILING: WOONHUIS

In opdrag van die Kurator van die insolvente boedel **P. en J. P. Tolmay, T3909/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Vrydag, 20 Mei 1994 om 11:00, te Lewisstraat 70A, Vereeniging:

Beskrywing: Erf 993, Vereeniging, groot 991 m².

Verbeterings: Woonhuis met drie slaap-, bad-, sit-, eet- en bediendekamers, kombuis en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE WOONSTEL TE WEAVIND PARK, PRETORIA, REGOOR SAUK MET BRAAI-AREA

Behoorlik daartoe gelas deur die voorlopige Kurator in die insolvente boedel **R. Fitzgerald, Meestersverwysing T4313/93**, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Woonstel 15, Eenheid 5, Skema 188, S.S Kingswood, Westlakelaan 131, Weavind Park, Pretoria, grootte 73 vierkante meter.

Verbeterings: Een en 'n half slaapkamer, ruim sit-/eetkamer, kombuis, badkamer en motorafdek 9.

Plek: Op die perseel: Woonstel 15, Kingswood, Westlakelaan 131, Weavind Park, Pretoria.

Datum en tyd: Dinsdag, 24 Mei 1994 om 10:30.

Afslaersnota: Aandag alle alleenlopers en pas getroudes. Netjiese woonstel. Goed geleë.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Reël met afslaers.

Verdere navrae: Kontak Anna van der Watt, Meyer Afslaers/Eiendomsagente. [Tel. (012) 323-7821 of 45-4835] na-ure. [Faks. (012) 324-5119.]

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN KANTOORMEUBELS, VUURWAPENS, BOUHYSKRAAN EN BAIE MEER (SONDER VOORBEHOU), OP 26 MEI 1994 OM 10:00, BY ONS PERSEEL, TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA, TEL No. (012) 341-1314

1. Behoorlik daartoe gelas deur die ondergenoemde Opdraggewers, verkoop ons per openbare veiling onder meer die volgende items:

2. *Vuurwapens:* .38 special rewolwer, 30-06 jaggeweer, 12 boor Mossberg (pompaksie haelgeweer), .22 geweer en .303 geweer.

3. *Kantoormeubels:* Kantooverdelers, liasseerkabinette, lessenaars, stoele, konferensietafel en stoele, laaikassies, boekrakke en meer. Moderne goeie kwaliteit en goeie toestand.

4. *Raimondi afbreekbare toringkraan (bouers):* 36 meter span, hoogte ± 8 verdiepings, kompleet met kontrole eenheid en elektriese kragkas (wiele kan aangeheg word).

5. Hi-fi, video, Casio klavierbord, hout vensterrame met glas en baie meer.

6. *Terme:* Streng kontant of bankgewaarborgde tjeks alleen.

BTW: Insolvente boedel **L. J. VAN Lochem** en **Lochner Park Shareblock/Quo Data International (Pty) Ltd**, in likwidasie, sal BTW uitgesluit word [14% (veertien persent) sal gehef word].

Besigtiging: Gedurende kantoorure by ons perseel.

7. *Die Kurators:* (1) Insolvente boedel **H. J. G. Korff, T3843/93**. (2) Insolvente boedel **J. L. Conradie, T4515/93**. (3) Insolvente boedel **L. J. van Lochem, T1501/93**.

Die Likwidateur: **Lochner Park Shareblock/Quo Data International (Pty) Ltd**, in likwidasie, **T2181/92**.

8. Reg van onttrekking word voorbehou.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIESLAAPKAMERWONING, SUTTMANSTRAAT 9, RENSBURG, HEIDELBERG, TRANSVAAL, OP 27 MEI 1994 OM 10:30, OP DIE PERSEEL, GEDEELTE 9, VAN ERF 1352, RENSBURG, REGISTRASIEAFDELING IR, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. Rosslee, Meestersverwysing T50/94**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Onvoltooide woonhuis met drie slaapkamers, badkamer, aparte toilet, kombuis met kaste en stoof, sit-, eetkamer met kaggel, volvloermatte, ingeboude kaste, dubbelmotorhuis en ommuur. Aanbouing = 27,6 m². Erf = 1 115 m², verbeterings = 186,94 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Ideale gesinswoning, goeie belegging.

Besigtiging: By die eiendom of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A. C. Swanepoel**, sal ons die bates verkoop te die plaas Goedgedacht, op Woensdag, 25 Mei 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom. [Tel. (0148) 294-7391 of 297-3841.]

PROPERTY MART SALES**WANNENBURG HEIGHTS, GERMISTON**

Duly instructed by the Provisional Trustee in the insolvent estate **T. L. Coetzee, Master's Reference T4903/93**, we shall sell subject to seven days confirmation:

Erf 91, Wannenburg Heights, Germiston, situated at 4 Fifth Avenue, Wannenburg, and measuring 498 square metres in extent.

The improvements comprise of a lounge/dining-room, large kitchen with built-in cupboards, three bedrooms with built-in cupboards, bathroom with separate toilet. The property is further improved with a garage and servant's toilet. The entire property is walled.

Sale takes place on the spot on Wednesday, 25 May 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days after confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Estate 1963). [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours. (011) 793-6164.] Mr C. Mostert.

BID-A-BID AUCTIONEERS**COMPANY IN LIQUIDATION**

Duly instructed by the Liquidator of **Shady Woods Retirement Village Randburg Shareblock Ltd**, in liquidation, **Master's Reference T3242/93**, we will sell eight of the 67 cottages in the complex on Saturday, 21 May 1994 at 10:00, in the lounge at the recreation centre in the complex at 56 Kelly Avenue, Boskruin, Randburg.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BRIAN BOLTON AUCTIONEERS**PRIME POSITION, DOUBLE STOREY, PARKHURST**

Duly instructed by the Trustee in the insolvent estate **A. Silva, Master's Reference No. T4488/93**, we will sell by public auction without reserve to the highest bidder, subject to seven days confirmation, the property described below on Tuesday, 24 May 1994 at 11:00, sharp at 31 Fourth Street, Parkhurst, Johannesburg:

Being Erf 2043, measuring 496 square metres and comprising of double storey home with two and a quarter bedrooms, two bathrooms, lounge, dining-room, family room, fitted kitchen, verandah, double garage and super pool.

Viewing: Sunday and Monday prior to auction from 10:00 to 16:00.

Directions: Heading north along Jan Smuts Avenue, left into Seventh Avenue, Parktown North, left into First Avenue West and right into Fourth Street.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven days confirmation.

For further particulars please contact the auctioneer: Brian Bolton at (011) 888-6071.

BRIAN BOLTON AUCTIONEERS**VACANT STAND, MARLBORO GARDENS**

Duly instructed by the Trustee in the matter of insolvent estate **E. Morgat, Master's Reference No. T2573/93**, we will sell by public auction without reserve, subject to confirmation and to the highest bidder on Tuesday, 26 May 1994 at 10:00 sharp, at the premises, being 7 Zinnia Drive, Marlboro Gardens, Sandton:

Being Erf 388, Marlboro Gardens, Sandton, a 1 180 (one thousand one hundred and eighty) square metres. South facing, flat stand.

Directions: Ben Schoeman Highway, Marlboro off-ramp, Marlboro Road, right into Lilium Road, right into Zinnia.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven days confirmation.

For further particulars please contact the auctioneer: Brian Bolton at (011) 888-6071.

BRIAN BOLTON AUCTIONEERS

Duly instructed by the Trustee in the insolvent estate **C. G. and C. J. Geere, Master's Reference Nos. T4051/93 and T4061/93**, we will sell by public auction without reserve and to the highest bidder, the three properties described below:

Auction 1: Modern face brick luxury home, Petersfield, Springs, on Wednesday, 25 May 1994 at 10:00 sharp, at 8 Umbilo Road, Petersfield Extension 1, Springs.

Being Erf 480, measuring approximately 1 200 square metres, comprising 3/4 bedrooms with built-in cupboards, two bathrooms, main en suite, separate toilet, very large fitted kitchen with ELO and hob, lounge, dining-room, family room, built-in bar leading to jacuzzi and sauna. Super pool in well manicured garden. Braai area with built-in bar. Double garage. Good security.

Viewing: Tuesday, 24 May 1994 from 10:30 to 16:00.

Directions: From Springs take Welgedacht Road, left into Krokodil, right into Umbilo.

Auction 2: At 6 Gamtoos Road, Petersfield Extension 1, Springs, on Wednesday, 25 May 1994 at 11:00 sharp.

Being Stand 684, Petersfield Extension 1, Springs, measuring 994 square metres.

Viewing: Any time prior to auction.

Directions: From Springs take Welgedacht Road, left into Orange, right into Gamtoos.

Auction 3: At 24 Skamel Road, Dalpark Extension 1, Brakpan, on 25 May 1994 at 12:30 sharp.

Being Stand 823, Dalpark Extension 1, Brakpan, measuring 1 034 square metres.

Viewing: Any time prior to the auction.

Directions: R23 Heidelberg Road, left/right into Viking, left into Bobstay, right into Dabchick, left into Skamel.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or suitable guarantees within 30 days of confirmation of sale. Subject to a seven day confirmation period on all properties.

For further particulars please contact the auctioneer: Brian Bolton at (011) 782-6739 or 888-6071.

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N SESSLAAPKAMERWONING GELEË TE WILKOPPIES, KLERKSDORP

In opdrag van die Kurator in die insolvente boedel **J. A. J. van Niekerk, Meestersverwysing T289/94**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 25 Mei 1994 om 11:00, te Lewisstraat 19, Wilkoppies, Klerksdorp.

Eiendom: Erf 603, Wilkoppies, Klerksdorp, ook bekend as Lewisstraat 19, Wilkoppies, Klerksdorp, grootte 4 570 m².

Verbeterings: Woning bestaande uit ses slaapkamers (Hes), twee badkamers, twee sitkamers, eetkamer/gesinskamer, kombuis met houtkaste, swembad met lapa, drie motorhuise, twee stoorkamers en bediendekamer. Die erf is ommuur. Die woning het duursame afwerking met duursame volvloermatte.

Verkoopvoorwaardes van eiendomme: 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daagliks tussen 08:00 en 18:00, of skakel die afslaer by (912) 804-1539 of Radiospoor (012) 323-1020 Kode AT 11.

Auctrade Afslers, Posbus 30124, Sunnyside, Pretoria, 0132.

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **P. J. van der Merwe**, sal die ondervermelde eiendomme aangebied word op 15 Junie 1994, op die tye soos hieronder aangedui te die verskeie eiendomme:

1. Gedeelte 47, van die plaas Seekoeiwater-landbouhoewes, distrik Witbank.

Tyd van veiling: 10:00.

'n Baie mooi plot geleë in die gesogde area van Witbank. 'n Woonhuis op die eiendom bestaan uit moderne drieslaap-kamerwoonhuis met aparte woonstel. Die woonhuis bestaan uit drie slaapkamers, sitkamer, eetkamer, TV-kamer en dubbelgeriewe. Die woonstel bestaan uit slaapkamer, sit-/eetkamer en badkamer. Die plot is 2,5 hektaar groot.

2. Erf 133, Blancheville-dorpsgebied, Witbank-uitbreiding 4, ook bekend as Esterstraat 4, Witbank.

Tyd van veiling: 11:00.

'n Woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en enkelmotorhuis.

3. Gedeelte 10 (gedeelte van Gedeelte 1), plaas Leeuwpoot 283, groot 25 morg.

Tyd van veiling: 12:00.

Die plaas is geleë ongeveer 10 kilometer vanaf die Stadsaal op die Verenapad. 'n Woonhuis kom voor op die eiendom bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en dubbelgeriewe.

Afslersnota: Volg asseblief 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).

VAN'S AFSLAERS**VEILING: WOONSTEL**

In opdrag van die Kurator van die insolvente boedel **C. S. F. en A. van der Merwe, T1381/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 27 Mei 1994 om 11:00, te Kotzestraat 224, Sunnyside, Pretoria.

Beskrywing: Woonstel B14.3, Totem Wesblok, Kotzestraat 224, Sunnyside, Pretoria, groot 65 m².

Verbeterings: Woonstel met twee slaap-, bad-, sit-/eetkamer, kombuis en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van die Kurator van insolvente boedels **E. C. Erasmus, T3219/93**, **H. S. Engelbrecht, T3675/93**, **D. A. Potgieter, T4724/93**, **S. van der Merwe, T4752/93**, **E. P. Pelsner, T4857/93** en **J. C. van Tonder, T3176/93**, verkoop Van's Afslaers ondervermelde boedelbates per openbare veiling, sonder reserwe:

Donderdag, 26 Mei 1994 om 10:00, Booysenstraat 521, Gezina, Pretoria.

Beskrywing: Motors, karavaan, meubels, huishoudelike toerusting, videomasjien, mikrogolfoond, musiekinstrumente, diamantoring ens.

Betaling: Kontant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers (012) 335-2974.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ERMELO op 10 Junie 1994 om 10:00 voor die Landdroskantoor te ERMELO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 12 ('n Gedeelte van Gedeelte 4) van die plaas WAAIHOEK 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 168,8428 Hektaar;

(2) Resterende Gedeelte van gedeelte 4 (MOOIHOEK) ('n Gedeelte van gedeelte 3) van die plaas WAAIHOEK 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 170,5855 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T18506/1979

(3) GEDEELTE 14 ('n gedeelte van Gedeelte 13) van die plaas WAAIHOEK 286, registrasie afdeling I T Transvaal;

GROOT: 199,3569 hektaar

Eiendom (3) blykens Akte van Transport T33211/1977

(4) GEDEELTE 4 ('n gedeelte van Gedeelte 2) van die plaas ONVERWACHT 287, Registrasie Afdeling I.T., Transvaal

GROOT: 171,3064 hektaar

Eiendom (4) blykens Akte van Transport T3782/1982

(5) DIE RESTERENDE GEDEELTE van die plaas RIETVLEI 310, Registrasie Afdeling I.T., Transvaal;

GROOT: 901,5655 hektaar;

Eiendom (5) blykens Akte van Transport T23108/1985

L.W. Ongeveer 1 200 vierkante meter en 4,23 hektaar van eiendom (5) is onteien deur Transnet. Eiendom (5) onderworpe aan onteiening van 2 900 vierkante meter ten gunste van Transnet.

in die naam van **JOHANNES ZACHARIAS MOOLMAN MEYER**

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 50 km suidoos van Ermelo

Eiendom (5): 48 km suidoos van Ermelo

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

3 Woonhuise, skuur met afdak, varkhokke, skuur, sinkkamer. Veekerend omhein en verdeel in kampe. Boorgat, sinkdam, fontein, tenk en 6 gronddamme.

Eiendom (4)

Veekerend omhein en verdeel in kampe. 2 Spruite en 4 gronddamme.

Eiendom (5)

24 Slaapvertreke met gemeenskaplike ablusieblok, gemeenskaplike eetvertrek en saal, konferensiesaal, swembad, 2 grasafdakke en rondawel. Veekerend omhein en verdeel in kampe. 3 Boorgate, 3 gronddamme, watertenk, fontein en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedraë moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AAAD 01699 01G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Mei 1994.

MANNIE AUCTIONEERING COMPANY

ALAN PAUL (PTY) LIMITED, IN LIQUIDATION, No. T611/94; APPLE KING CC, IN LIQUIDATION, No. T3965/93; INTRACOR SALES AND MARKETING SERVICES CC, IN LIQUIDATION, No. T2340/93; PACTRADE INTERNATIONAL (PTY) LTD, IN LIQUIDATION, No. T618/94; INSOLVENT ESTATE A. AND P. E. STRYDOM, No. T4946/93; INSOLVENT ESTATE G. S. STEYN, No. T550/94; INSOLVENT ESTATE W. A. VAN WYK, No. T1844/91; VINTAGE LIQUOR DISTRIBUTORS (PTY) LTD, IN LIQUIDATION, No. T1/94

Duly instructed by the Liquidators, Provisional Liquidators, Trustees and Provisional Trustees in the above matters, we will sell by public auction, at Fourth Floor, Sols Building, Fox Street, corner of Mooi Street, Johannesburg, on Thursday, 26 May 1994 at 10:00, the following:

Assorted assets to finalise various estate, office and household furniture, hairdressing salon equipment and prime time share units.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

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

ALAN PAUL (PTY) LIMITED, IN LIQUIDATION, No. T611/94; INSOLVENT ESTATE C. H. GEORGE, No. T5215/92; INSOLVENT ESTATE B. J. NEL, No. T4216/93; PARAFFIN REFRIGERATOR INDUSTRIES (PTY) LTD, IN LIQUIDATION, No. T2092/93; REGGY K AND MR. JUICE PRODUCTIONS CC, IN LIQUIDATION, No. T970/94; SLIMLITE (PTY) LTD, IN LIQUIDATION, No. T363/94; VRAGKRAG (PTY) LTD, IN LIQUIDATION, No. Y23/92

Duly instructed by the Liquidators, Provisional Liquidators, Trustees and Provisional Trustees in the above matters, we will sell by public auction at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 24 May 1994 at 10:00, the following:

Assorted assets to finalise various estates, engineering plant and equipment, office and household furniture, butchery and catering equipment and motor vehicles.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

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.]

M. A. BEARE CC, IN LIQUIDATION, MASTER'S REFERENCE No. T1677/93

Stand 470, Bellevue East, District of Johannesburg, Transvaal.

ATLAS ALUMINIUM (PTY) LTD, MASTER'S REFERENCE No. T5359/92

Portion 6 of Stand 245, Beyerspark, District of Boksburg, Transvaal.

INSOLVENT ESTATE T. I. HEWAN, MASTER'S REFERENCE No. T4931/93

Stand 1378, Bryanston, District of Sandton, Transvaal.

ALL RAND PROPERTY HOLDINGS CC, IN LIQUIDATION, MASTER'S REFERENCE No. T1275/94

Portion 1 of Stand 682, Ferndale, District of Randburg, Transvaal.

ALL RAND PROPERTIES 809 CC, IN LIQUIDATION, MASTER'S REFERENCE No. T1274/94

Stand 809, Ferndale, District of Randburg, Transvaal.

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Oudtshoorn op 10 Junie 1994 om 10:00 voor die Landdroskantoor te Oudtshoorn die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 2 van die plaas GOEDE HOOP nr 217 in die Afdeling Oudtshoorn

GROOT 37,2347 hektaar

(2) Restant van Gedeelte 4 (gedeelte van Gedeelte 1) van die plaas PAARDENDRIFT nr 171 in die Afdeling Oudtshoorn

GROOT 159,9338 hektaar

(3) Gedeelte 1 van die plaas HOTTENTOTS LAAGTE nr 213 in die Afdeling Oudtshoorn

GROOT 664,1747 hektaar

Eiendomme (1) tot (3) blykens Aktes van Transport T10458/1967 en T215/1979

(4) Restant van die plaas HOTTENTOTS LAAGTE nr 213 in die Afdeling Oudtshoorn

GROOT 1 553,3866 hektaar

(5) Restant van die plaas GOEDE HOOP nr 217 in die Afdeling Oudtshoorn

GROOT 1 960,4679 hektaar

(6) Restant van die plaas EENDRACHT nr 84 in die Afdeling George

GROOT 1 138,1756 hektaar

(7) Gedeelte 26 ('n gedeelte van Gedeelte 4) van die plaas PAARDENDRIFT nr 171 in die Afdeling Oudtshoorn

GROOT 5,7425 hektaar

(8) Restant van Gedeelte 1 van die plaas ZEBRAFONTEIN nr 220 in die Afdeling Oudtshoorn

GROOT 379,1086 hektaar

(9) Gedeelte 1 van die plaas nr 214 in die Afdeling Oudtshoorn

GROOT 173,7221 hektaar

(10) Gedeelte 1 van die plaas KARNMELKS RIVIERS HOOGTE nr 85 in die Afdeling George

GROOT 873,1073 hektaar

(11) Gedeelte 1 van die plaas EENDRACHT nr 84 in die Afdeling George

GROOT 229,2526 hektaar

Eiendomme (4) tot (11) blykens Aktes van Transport T41158/1975 en T215/1979

Eiendomme (4) tot (11) is gekoppel en word as 'n eenheid verkoop.

in die naam van EBENHAESER HEYNS

Ligging van hierdie eiendomme:

28 km suid van Oudtshoorn

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): Grondnam, jakkalsproef omhein en verdeel in kampe.

Eiendomme (4) tot (11): 2 Woonhuise, stoor, motorhuis met kamers, 12 arbeidershuise. Beurtwater uit Kleindoorrivier, fontein, 14 gronddamme, 4 boorgate en 2 reservoors, Gedeeltelik jakkalsproef en gedeeltelik veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms 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: DHAB 00346 01G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Mei 1994.

NATAL

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VRYHEID op 17 Junie 1994 om 11:00 voor die Landdroskantoor te VRYHEID die ondergemelde eiendomme by publieke veiling verkoop:—

- (1) Restant van 1 van die plaas APOLOGIE 562, geleë in die Administratiewe Distrik van Vryheid, groot 104,4187 hektaar
- (2) Onderverdeling 20 van die plaas APOLOGIE 562, geleë in die Administratiewe Distrik van Vryheid, groot 200,3549 hektaar

(LW 5,0738 hektaar van eiendom (1) en 4,2193 hektaar van eiendom (2) is onderhewig aan onteiening deur die Natalse Paaiedepartement.)

Blykens Akte van Transport T32697/1990

in die naam van **HENDRIK CHRISTIAAN EKSTEEN**

Ligging van hierdie eiendomme:—

30 km suidoos van Vryheid

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, motorhuis, skuur, skuur met afdak en stoorkamers en 2 arbeidershuise. Veekrend omhein en verdeel in kampe. Fontein, watertenk, spruit en 6 damme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms 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: CBAN 01693 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Mei 1994.

ORANJE-VRYSTAAT ORANGE FREE STATE

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Sol du Toit Motors BK**, sal ons die bates verkoop te Sal Rin Meubileerders, hoek van Reitz- en Oranjestraat, Kroonstad, op 24 Mei 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Ubique Afslers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom. [Tel. (0148) 294-7391 of 297-3841.]

C.P.C AFSLAERS

INSOLVENTE BOEDELVEILINGS VAN WOONHUISE IN WELKOM, RIEBEECKSTAD EN ODENDAALSRUS

In opdrag van die Kurators in die insolvente boedels van **J. C. Bezuidenhout, C. E. Riley, M. V. Grové, T. C. Nel, W. G. Mitchell**, sal ons die ondervermelde onroerende eiendomme per publieke veiling ter plaatse verkoop op:

27 Mei 1994 om 10:00, Erwe 1802 en 1803, Uitbreiding 3, groot 714 vierkante meter, elk ook bekend as Bridgerlaan 14, Odendaalsrus.

Hierdie half gerestoreerde woning bestaan uit sit-/eetkamer, drie slaapkamers, twee badkamers, kombuis, ruim agterstoep, motorafdakke vir drie motors en dubbelhuishulpkwartiere op hierdie twee erwe.

27 Mei 1994 om 11:00: Erf 1885, groot 846 vierkante meter, ook bekend as Congostraat 3, Doorn, Welkom.

Hierdie woning bestaan uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet, huishulpkwartier en vinielswembad met enkelmotorhuis.

27 Mei 1994 om 11:30: Erf 481, groot 833 vierkante meter, ook bekend as Jackie Krugerstraat 20, Naudeville, Welkom.

Hierdie ruim woning van 162 m² bestaan uit vier slaapkamers, sitkamer, eetkamer, leefkamer, twee badkamers en kombuis. Daar is drie motorhuise, asook huishulpkwartiere van ± 75 m².

Vrydag, 27 Mei 1994 om 12:00: Erf 3682, groot 2 214 vierkante meter, ook bekend as Nathanielstraat 106, Riebeeckstad, Welkom.

Hierdie Harveyteëldakwoning van 156 m² bestaan uit 'n sit-/eetkamer, kombuis met opwasvertrek, drie slaapkamers, twee badkamers en aparte toilet. Die buitegebou van 70 m² bestaan uit 'n dubbelmotorhuis en huishulpkwartiere. Daar is motorafdakke van ± 104 m².

Vrydag, 27 Mei 1994 om 12:30: Erf 3771, groot 884 vierkante meter, ook bekend as McLeanstraat 49, Riebeeckstad, Welkom.

Hierdie Harveyteëldak klinkerwoning van 133 m² bestaan uit sit-/eet-/leefkamer, drie slaapkamers, kombuis met ooghoogte oond en een en 'n half badkamers. Die buitegeboue van 59 m² bestaan uit 'n dubbelmotorhuis en huishulpkwartiere.

Terme: 10% (tien persent) deposito met toeslaan van die bod en 'n aanvaarbare waarborg vir die balans koopprys binne 14 dae na bekragtiging deur die verkoper/s. Die verkoopvoorwaardes sal egter net voor die veiling in die openbaar uitgelees word.

Navrae: Callie Cronje of Colleen van der Merwe, p.a. C P C Afslers, Constantiastraat 100, Welkom. [Tel. (057) 396-2881] kantoorure en [Tel. (057) 352-2445] Na-ure.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MARQUARD op 10 Junie 1994 om 10:00 voor die Landdroskantoor te MARQUARD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas PAARDEKRAAL 282, distrik Marquard

GROOT: 643,2341 hektaar

Eiendom (1) blykens Akte van Transport T1321/1974

(2) Die plaas STEGGIE 1815, distrik Winburg

GROOT: 10,1428 hektaar

(3) Die plaas FRIKKIE 371, distrik Marquard

GROOT: 110,0501 hektaar

(4) Restant van die plaas WARDENS VALLEY 303, distrik Marquard

GROOT: 214,2396 hektaar

(5) Restant van die plaas BRESLERS FLAT 298, distrik Marquard

GROOT: 951,9754 hektaar

Eiendomme (2) tot (5) blykens Akte van Transport T11035/1987

in die naam van STEPHANUS JOHANNES SCHOEMAN

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendom (1) 17 km suidwes van Marquard

Eiendom (2) tot (5) 28 km suidwes van Marquard

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Eiendom (1)

Woonhuis, 3 staalstore en motorafdak. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, 6 suipkrippe en 8 gronddamme.

Eiendom (2) tot (5)

Woonhuis, 2 motorhuise, woonstel, buitegeboue, stoor, werkswinkel, sinkstoor en varkhokke. Veekerend omhein en verdeel in kampe. 6 Boorgate, 3 sementdamme, 5 suipkrippe, fontein en 14 gronddamme.

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 op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendom aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAG 01588 01G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Mei 1994.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap.....	88
Natal.....	114
Oranje-Vrystaat.....	130
Openbare veilings, verkope en tenders.....	139

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	88
Natal.....	114
Orange Free State.....	130
Public auctions, sales and tenders.....	139

Belangrik

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Important

Please acquaint yourself thoroughly with the

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