

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 347

PRETORIA, 27 MEI
MAY 1994

No. 15760

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing
R*

BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187.....	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	25,20

L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.

ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag").....	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	15,10

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	42,70
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope.....	115,20
Openbare veillings, 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
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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

<i>Standardised notices</i>	<i>Rate per insertion R</i>
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40
<i>Non-standardised notices</i>	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	57,60
Declaration of dividend with profit statements, including notes	132,60
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	200,30
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	45,20
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	42,70
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table)	145,30

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYDE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN 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 ONGEKANSELEERDE 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 aangeaan 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

Case 6854/90

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 **A. Edwards**, First Defendant, and **M. C. Edwards**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 25 January 1991, and a writ of execution dated 16 July 1993, the following will be sold in execution without reserve to the highest bidder on 17 June 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 24, Delmore Township, Registration Division IR, Transvaal, measuring 1 017 (one thousand and seventeen) square metres, held by the mortgagor under Deed of Transfer T4201/1989, situated at 7 Kearsney Avenue, Delmore Park, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg this 9th day of May 1994.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Case 30823/93

PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly known as Nedperk Bank Limited and prior to that known as Nedbank Limited, Plaintiff, and **Nel, Anna Cornelia Jacomina**, 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 9 June 1994 at 10:00, at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 347, Arcon Park Extension 2 Township, Registration Division IQ, Transvaal, in extent 2 875 (two thousand eight hundred and seventy-five) square metres, held under Deed of Transfer T28188/1986, situated at 13 Verbena Street, Arcon Park Extension 2, Vereeniging.

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

Improvements: Residential dwelling with outbuildings.

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 16% (sixteen per cent) 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, Vereeniging.

Dated at Johannesburg on this the 9th day of May 1994.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N5669 (VER) Mr Orelowitz/ab.]

Case 77/92

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 **Laville: John**, First Defendant, and **Laville: Manthesame Carol**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 21 October 1992, and a writ of execution dated 7 February 1994, the following will be sold in execution without reserve to the highest bidder on 10 June 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 224, Groeneweide Township, Registration Division IR, Transvaal, measuring 1 636 (one thousand six hundred and thirty-six) square metres, held by the mortgagor under Deed of Transfer T36325/1990, situated at 8 Highveld Road, Groeneweide, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg this 6th day of May 1994.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Saak 29329/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eastern Province Building Society**, Eiser, en **Bracken Agencies (Pty) Limited**, Eerste Verweerder, **Temlett G. D.**, Tweede Verweerder, en **Temlett H.**, Derde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terracestraat 1, New Redruth, Alberton, 14 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Erf 565, Alberton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter geleë te Vyfde Laan 42, Alberton North.

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

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

Vendukoste betaalbaar op die dag van die verkoping, sal as volg bereken word: 5% (Vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Schwellnus Spies Haasbroek Ing., Posbus 1115, Randburg, 2125. (Tel. 886-1800.) (Verw. mnr. Haasbroek E111.)

Case 28741/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Lebattie Debre Lorraine**, 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 February 1994, will be sold in execution on Thursday, 16 June 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 3101, Eldorado Park Extension 2 Township, Registration Division IQ, Transvaal, in extent 300 (three hundred) square metres, situated at 11 Balfour Avenue, Eldorado Park Extension 2, Johannesburg.

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, shower, two toilets. *Outbuilding:* Garage. *Boundary:* Concrete walls. *Improvements:* Precast, paving and braai area.

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, 131 Marshall Street, Johannesburg, for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 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/0826.)

Case 14509/91
PH 140

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

In the matter between **Nedperm Bank Limited**, formerly known as Nedbank Limited, Plaintiff, and **Tlhoiwa, Vincent Benedict**, 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 10 June 1994 at 10:00, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, to the highest bidder:

Erf 386, Evaton West Township, Registration Division IQ, Transvaal, in extent 450 (four hundred and fifty) square metres, held under Deed of Transfer TL68636/1989, situated at 386 Palm Beach Street, Beverly Hills, Evaton West.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: *Improvements:* Residential dwelling with outbuildings.

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 27% (twenty-seven 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, Vanderbijlpark.

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N2549 (FORD) Mr Orelowitz/ab.] C/o Sheriff of the Supreme Court, P.O. Box 201, Vanderbijlpark.

Case 2158/93

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **L. D. Dippenaar**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 March 1994, and subsequent warrant of execution, the following property will be sold in execution on 17 June 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

14 Agnew Avenue, Dunnottar.

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

1. 10% (ten per centum) of purchase price on date of sale;
2. balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale;
3. possession subject to any lease agreement;
4. reserve price to be read out at sale.

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

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N882.)

Case 577/94

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **L. W. Schepers**, and **L. Schepers**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 14 April 1994, and subsequent warrant of execution, the following property will be sold in execution on 17 June 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

14 Agnew Avenue, Dunnottar.

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

1. 10% (ten per centum) of purchase price on date of sale;
2. balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale;
3. possession subject to any lease agreement;
4. reserve price to be read out at sale.

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

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N712.)

Case 68091/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Jacobus van Riebeeck van Wyk**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Pretoria, in the above matter, a sale will be held at 142 Struben Street, Pretoria, on 15 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Court at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Court, Pretoria South, prior to the sale:

Erf 23, Lyttelton Manor Township, Registration Division JR, Transvaal, 51 De La Rey Street, Verwoerdburg.

Improvements: Zinc Roof consisting of three bedrooms, bathroom with separate toilet, dining-room, lounge and kitchen. Half the walls are plastered and painted and the other half is face brick. The lounge, bedrooms and dining-room have wooden floors, the kitchen and bathroom is novilon. The premises is enclosed with a brickwall.

Nothing is however guaranteed.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) of the Sheriff's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from date of sale.

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

Mendel Cohen & Partners Inc., Third Floor, Permanent Building, Paul Kruger Street, Pretoria. (Tel. 323-3671.) (Ref. Mrs P. Potgieter/MV/i13.)

Case 789/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vusumuzu Aubrey Ngcobo**, and **Julia Ngcobo**, Defendant

In pursuance of a judgment in the Johannesburg, Magistrate's Court and writ of execution, the property listed hereunder which was attached on 1 February 1994, will be sold in execution on Friday, 17 June 1994 at 10:00, at the office of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder:

Erf 505, Mmesi Park Township, Registration Division IQ, Transvaal, in extent 460 (four hundred and sixty) square metres, situated at 505 Mmesi Park, Dobsonville North, Soweto, Johannesburg.

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

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 182 Progress Avenue, Technikon, Roodepoort, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 22nd day of April 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. Docex:DX.571. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/350.)

Saak 16905/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Administrasie)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Yvonne Ester Janse van Rensburg**, Verweerder

'n Verkoop word gehou te Balju, Middelburg, Landdroeskantoor, President Krugerstraat, Middelburg, op 17 Junie 1994 om 10:00, van:

Erf 3196, Middelburg-uitbreiding 10, Registrasieafdeling JS, Transvaal, groot 1 097 (eenduisend sewe-en-negentig) vierkante meter, gehou kragtens Akte van Transport T33039/85 (beter bekend as Olienhoutstraat 4, Kanonkop, Middelburg, Transvaal).

Besonderhede word nie gewaarborg nie.

Woonhuis, vier slaapkamers, dubbelgeriewe, eetkamer, kombuis, aparte opwasplek, sitkamer, TV-kamer, enkelgarage, bediendekamer met stort en toilet, swembad en teëldak.

Besigtig voorwaardes by Balju Hooggeregshof, Auxilliumgebou, Eksteenstraat 4A, Middelburg.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. LOHSE/hvdm.)

Saak 7737/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak t

In die saak tussen **EBC Building Contractors & Flooring House (Pty) Ltd**, Eiser, en **D. R. Sekhwayi**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 3 Maart 1994, en 'n lasbrief vir eksekusie gedateer 7 Desember 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserve en aan die hoogste bieder op Vrydag, 17 Junie 1994 om 11:15, deur die Balju vir die Landdroshof, te 182 Leeuwpootstraat, Boksburg, naamlik:

Sekere: Standplaas 2494, Vosloorus-uitbreiding 1-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 2494, Vosloorus-uitbreiding 1-dorpsgebied, Boksburg, groot 260 (tweehonderd en sestig) vierkante meter, gehou deur Daniël Ratshilumela Sekhwayi, gehou onder Akte van Transport TL46078/89.

Sonering: Residensieel.

Spesiale gebruiksvergunning of vrystelling: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woning met sementstene, sinkdak bestaande uit sitkamer, kombuis, twee slaapkamers met toilet. *Buitegeboue:* Gedeeltelik voltooide enkelmotorhuis met twee kamers.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 15% (vyftien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposit betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, 182 Leeuwpootstraat, Boksburg.

Gedateer te Alberton op hede die 3de dag van Mei 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terrace-gebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP/E44.)

Case 3228/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Coastal & Inland Investments BK**, Execution Debtor

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

Plot 26, in Pompagalana Agricultural Holdings, Registration Division LT, Transvaal, in extent 2,0234 hectare, held by Deed of Transfer T52975/91, will be sold in front of the Court-house of the above Court, on 8 July 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Vacant land.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

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

2.2. the conditions of the title deed, and

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

Signed at Pietersburg on this the 7th day of May 1994.

L. F. de Lange, Pratt, Luyt & De Lange, for Maritz & Warmenhoven, Lex Numeri, 32 Peace Street, P.O. Box 304, Docex 8, Tzaneen, 0850.

Saak 15874/93

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 **Elvis Jerry Motlathedi**, 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 17 Junie 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Geddelte 83, De Onderstepoort (net Noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Erf 578, geleë in die dorpsgebied Soshanguve-HH, Registrasieafdeling JR, Transvaal, met straatadres bekend as Erf 578, Blok HH, Soshanguve, groot 352 (driehonderd twee-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg TE110349/92.

Die onbeboude eiendom word beskryf as 'n kaal erf.

Die wesentlike 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 op hierdie 3de dag van Mei 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman-/Marie/R9335.)

Saak 24269/93

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 **Emmanuel Andries Bester**, Eerste Verweerder, en **Linda Bester**, Tweede 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 15 Junie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder verkoop word:

Sekere Erf 2185, Rooihuiskraal-uitbreiding 10-dorpsgebied, Reigstrasieafdeling JR, Transvaal, met straatadres bekend as Strandloperstraat 107, Rooihuiskraal-uitbreiding 10, Pretoria, groot 1 118 (eenduisend eenhonderd en agtien) vierkante meter, gehou kragtens Akte van Transport T7300/93.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, eetkamer, TV-kamer, twee badkamers met toilet, drie slaapkamers, kombuis, waskamer en motorhuisafdak.

Die wesentlike 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, Pretoria-Suid.

(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, Pretoria-Suid.

Geteken te Pretoria op hierdie 3de dag van Mei 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1020, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman-/Marie/R9460.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Charysse Place Property Investments CC**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 23 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: Erf 113, situated in the Township of St Andrews Extension 4, Registration Division IR, Transvaal, being 41 St Christopher Road, St Andrews Extension 4, Bedfordview.

Measuring: 1 983 (one thousand nine hundred and eighty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, study, laundry, pantry, jacuzzi room, dressing-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet, shower, store-room and swimming-pool.

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

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

Dated at Johannesburg on this 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/C.133.)

Saak 72485/93

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

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.**, Eiser, en **M. S. Madisha**, Verweerder

'n Verkoop word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op Vrydag, 17 Junie 1994 om 11:00:

Erf 494, in die dorpsgebied Soshanguve, Blok HH, Registrasieafdeling JR, Transvaal, groot 504 vierkante meter.

Besonderhede word nie gewaarborg nie.

Woonhuis: Sitkamer, eetkamer, kombuis en drie slaapkamers.

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

Ross & Jacobsz, Tweede Verdieping, R en J-gebou, Kerkstraat 421, Pretoria. (Tel. 322-7007) (Verw. LVN/KA78/277/94.)

Case 4749/93
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 **Seemela, David Seretseng**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 12638, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12638 Nkwili Street, Vosloorus Extension 23, Boksburg.

Measuring: 352 (three hundred and fifty-two) square metres.

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

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

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

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

Dated at Johannesburg on this 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/cb/S391.)

Case 18471/92
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patel, Kantilal Ranchod**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 16 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 778, Crosby Township, Registration Division IQ, Transvaal, area 542 (five hundred and forty-two) square metres, situation 9 Saint Fillan Street, Crosby.

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

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N5:NT230.)

NOTICE OF SALES IN EXECUTION

IMMOVABLE PROPERTY

Sales in execution of the undermentioned properties are to be held at The Magistrate's Court Office Mdujana on 24 June 1994 at 10:00.

The Execution Creditor in both matters are **Federated Timbers (Pty) Limited** trading as F T Building Supplies Witbank 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 Mdujana, 4 Klip Street, Groblersdal 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 8865/93

Ref.: Mr Stupel/ML/VS6486 (B)

Execution Creditor: **Mali Hendrik Mahlangu** trading as Midveld Construction

Property: Erf 215B Siybuswa, measuring 600 square meters, held under Deed of Grant 186/91 General Plan BD 21/B/1

Improvements: Residence consisting of lounge, kitchen, dining-room, three bedrooms, two toilets, bathroom, outside room, toilet with double garage. The property is fenced in.

2. Case 8865/93

Ref.: Mr Stupel/ML/VS6486 (B)

Execution Creditor: **Mali Hendrik Mahlangu** trading as Midveld Construction

Property: Erf 2133B Siybuswa, measuring 1 200 square meters, held under Deed of Grant 5/86 General Plan PB 279/1985.

Improvements: Residence consisting of lounge, kitchen, dining-room, three bedrooms, toilet, bathroom, three outside rooms. Property is fenced in.

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr Stupel/ML VS 6486.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Nkosana Petrus Kolomba**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 2 Maart 1994 sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Perseel: 4667 Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal.

Groot: 203 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 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, 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, Championstraat 25, Orkney, nagesien word.

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

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

Saak 2301/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Molifi Gabriel Montsho**, Eerste Verweerder, en **Lisbeth Kuni Montsho**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 11 Maart 1994 sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Perseel: 5040 Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal.

Groot: 200 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 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 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, Championstraat 25, Orkney, nagesien word.

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

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

Saak 7140/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

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

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroskantoor, Begemanstraat, Heidelberg op 17 Junie 1994 om 09:00:

Sekere: Gedeelte 89 (gedeelte van Gedeelte 7) van die plaas Koppiesfontein 478, Registrasieafdeling IR, Transvaal.

Groot: 1,9110 hektaar,

Verbeterings: Onverbeter.

Terme: Een tiende (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 Heidelberg 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 Heidelberg.

Gedateer te Vereeniging hierdie 9de dag van Mei 1994.

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

Case 3739/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maiefetsane James Madubedube**, First Defendant, and **Matsidiso Rachel Madubedube**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1327, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1327 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 6th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00828.)

Case 5517/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sky William Maboea**, First Defendant, and **Mmalefu Alice Maboea**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1844, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1844 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 6th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H490.)

Case 2963/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bahoza Samson Mthunzi**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 27, Vosloorus Extension 27, Registration Division IR, Transvaal, situated at 27 Vosloorus Extension 27, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 6th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01340.)

Saak 31/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Kashama Mazanga**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 2 Februarie 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 28 Junie 1994 om 15:00, te die Landdroskantore, Namakgale, geregtelik verkoop sal word, naamlik:

Erf 1289, Zone C Namakgale, distrik Namakgale, groot 875 vierkante meter, gehou kragtens Grondbrief L33/91 ook bekend as Erf 1289, Zone C, Namakgale.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Potgieterstraat 43, Phalaborwa, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 9de dag van Mei 1994.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg, 0700. [Tel. (0152) 295-9110.] (Verw. AVDM/IS0074.)

Saak 114/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mnre Lorenzo Joao Sive**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Februarie 1993 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 28 Junie 1994 om 15:00, te die Landdroskantore, Namakgale, geregtelik verkoop sal word, naamlik:

Erf 1424, Zone C, Namakgale, distrik Namakgale, groot 450 vierkante meter, gehou kragtens Grondbrief 2045/91 ook bekend as Erf 1424, Zone C, Namakgale.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Potgieterstraat 43, Phalaborwa, 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.

Gedateer te Pietersburg op hede die 9de dag van Mei 1994.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg. [Tel. (0152) 295-9110.] (Verw. AVDM/IS0079.)

Saak 2857/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Landé Place Regspersoon**, Eiser, en **Garth Gordon Hees**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 9 Februarie 1994 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 15 Junie 1994 om 10:00, te Strubenstraat 142, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 3 geleë te Erf 511, van die Skema bekend as Landé Place, Skemanommer SS19/90, groot 80 vierkante meter onder geregistreerde Titelnommer ST18055/1991.

(b) *Straatadres*: Landé Placewoonstelle 3, Fortunastraat 657, Erasmia.

(c) *Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie*: Drieslaapkamerwoonstel, twee badkamers en toilet, sit/eetkamer, kombuis, tuin en gebou met sement en stene.

2. Verkoopvoorwaardes:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, asook te die Landdroshof, Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 11de dag van Mei 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. M. Booysens/IPG/4831.)

Case 4764/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ephraim Johannes Jele**, First Defendant, and **Ntombizodwa Christine Jele**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Middelburg, Transvaal, on Tuesday, 21 June 1994 at 10:00, in front of the Magistrate's Court, Church Street, Hendrina, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 526, in the Town Kwazamokuhle, Hendrina, Registration Division IS, Transvaal, measuring 364 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL19287/1988, known as 526 Kwazamokuhle, Hendrina.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with toilet and handbasin, toilet with shower and handbasin. Out-buildings consist of garage.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) 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 the Plaintiff's attorney and to be furnished to the Sheriff, Middelburg, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Auxilium Building, 4A Eksteen Street, Middelburg, Transvaal.

Dated at Pretoria this 16th day of May 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/59149.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzuleki Samson Luvuno**, First Defendant, and **Modiegi Johanna Luvno**, Second Defendant

On 17 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 97, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 92 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

Dated at Boksburg on this the 6th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H508.)

Saak 25798/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Patrick Peter Hees**, Eerste Verweerder, en **Anna Johanna Hees**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 15 Junie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Suid, gehou by Strubenstraat 142, Pretoria, aan die hoogste bieder:

Hoewe 44, geleë in Gerardsville-landbouhoewes, Registrasieafdeling JR, Transvaal, groot, 2,3322 (twee komma drie drie twee twee) hektaar, gehou kragtens Akte van Transport T2824/83, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Hoewe 44, Vierde Straat, Gerardsville, Verwoerdburg.

Verbeteringe: Woonhuis met staaldak bestaande uit ingangsportaal, sitkamer, kombuis, vier slaapkamers, badkamer met toilet, toilet, twee motorhuise, stoorkamer en draadomheining.

Reserwe prys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank of bouvereniging waarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Suid, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Pretoria-Suid, Plot 83, hoek van Gerhardtstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburg.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S 976/RE.)

Saak 19588/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Diederik Johannes Dewald Maree**, Eerste Verweerder, en **Gorgina Sarahem Maree**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 10 Junie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Nylstroom, gehou by die Landdroskantore, Van Emmenisstraat, Nylstroom, aan die hoogste bieder:

Resterende Gedeelte van Erf 342, Nylstroom, Registrasieafdeling KR, Transvaal, groot 1 901 (eenduisend negehoonderd en een) vierkante meter, gehou kragtens Akte van Transport T17070/1987, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van vervreemding en voorkoopsreg in die guns van Cisvaal Behuisingmaatskappy (Edms.) Beperk.

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

Straatadres: Hospitaalweg 35, Nylstroom.

Verbeteringe: Woonhuis met metaaldak en mat en teël vloerbedekking, bestaande uit sitkamer, kombuis, waskamer, vier slaapkamers, twee badkamers en stort, twee motorhuise en waskamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Nylstroom onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Nylstroom, Potgieterstraat 88, Nylstroom.

Geteken te Pretoria op 4 Mei 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD 228/RE.)

Saak 1723/94

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 **Mautle Wilfred Mphahlele**, 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 17 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 huurpag vir woondoeleindes ten opsigte van Perseel 150, Blok BB, geleë in die woongebied van Soshanguve, met straatadres bekend as Erf 150, Blok BB, Soshanguve, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag No. 150.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik sit/eetkamer, drie slaapkamers, badkamer, kombuis en waskamer sonder gewiewe.

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 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 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9539.)

Saak 1353/94

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 **Khululiwe Nomusa Mkhaba**, 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 16 Junie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Wes, Olivettigebou 606, hoek van Shubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder verkoop word:

Sekere Deel 49, soos getoon en vollediger beskryf op Deelplan SS74/82 in die skema bekend as Drakensberg ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Gedeelte 1 van Erf 652, Pretoria, in die dorpsgebied van Pretoria, plaaslike bestuur Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens genoemde deelplan 49 (nege-en-veertig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deelplan aangeteken met straatadres bekend as Drakensberg 508, Skinnerstraat, Pretoria, groot 49 (nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport ST70360/93.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonstel wat bestaan uit een verdieping naamlik, woon/slaapkamer, kombuis, badkamer met toilet en toegeboorte balkon.

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, Pretoria-Wes.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordrag-kostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs 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 afslaaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria-Wes.

Geteken te Pretoria hierdie 3de dag van Mei 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9526.)

Case 467/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Siphiwe Isaac Zuma**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 10 February 1994, the property listed hereunder will be sold in execution on Wednesday, 15 June 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1745, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 439 (four hundred and thirty-nine) square metres, known as Erf 1745, Etwatwa Extension 2, Benoni.

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

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

Main building: Single-storey dwelling, brick, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and fenced.

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 Magistrate's Court, Harpur Avenue, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 17,25% (seventeen comma twenty-five per cent) per annum, on the preferent creditor's claim as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 6th day of May 1994.

N. D. Jury, for Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury.)

**Case 00484/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pretorius: Pieter Hermanus**, First Defendant, and **Pretorius: Maria Susanna**, 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, 182 Progress Road, Technikon, Roodepoort, on Friday, 17 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 21, Florida Hills Township, Registration Division IQ, Transvaal, area 1 527 (one thousand five hundred and twenty-seven) square metres.

Situation: 471 Ontdekkers Road, Florida Hills.

Improvements (not guaranteed): A house under tiled roof consisting three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room, study, garage, servants' quarters with precast walls around property.

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

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

Dated at Johannesburg on 9 May 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP90.)

Case 4591/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Krolls Oupa Rantsieng**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

Certain: All right, title and interest in the leasehold in respect of Site 1408, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 1408 Vosloorus Extension 3, measuring 300 (three hundred) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows; 5% (five per cent) on the proceeds of the sale up to a price of 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 9th 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/R.80.)

Case 4096/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Whittard Peter**, Execution Debtor, and **Whittard Gillian Ann**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 24 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale.

Certain Erf 3183, situated in the Township of Bryanston Extension 7, Registration Division IR, Transvaal, being 44 Old Kilcullen Road, Sandton, measuring 4 883 (four thousand eight hundred and eighty-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with thatch roof, comprising kitchen, lounge/dining-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, two servants' rooms, toilet, laundry, store-room, flatlet and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 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/cb/W154.)

Case 31250/93
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 **Shomang Dire Jacobus**,
First Execution Debtor, and **Shomang Johanna Kantoro**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 24 June 1994 at 14:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 4017, situated in the Township of Mohlakeng, Registration Division IQ, Transvaal, being 4017 Mahlakeng, Randfontein.

Measuring: 280 (two hundred and eighty) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 6th 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/cb/S464.)

Saak 50024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Beherende Liggaam Jan F. E. Celliers**, Eiser, en **M. A. A. S. van den Heever**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Oktober 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 21 Junie 1994 om 10:00:

Deel 49, soos getoon en meer volledig beskryf op Deelplan SS87/76 in die skema bekend as Jan F. E. Celliers ten opsigte van die grond en gebou op geboue geleë in die dorpsgebied Sunnyside in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 65 (vyf-en-sestig) vierkante meter (beter bekend as Jan F. E. Celliers 509, Kotzestraat 166, Sunnyside).

Voorwaardes van verkoping:

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

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

'n Woonstel met badkamer, kombuis en sit/eetkamer.

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

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

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. mev. Celliers/LP30046.)

Saak 6241/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Bepers, Eiser, en Willem Abraham Jacobus Pretorius, Eerste Verweerder, en Casper Jan Hendrik Pretorius, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te voor die Landdroskantore, Belfast op Vrydag, 17 Junie 1994 om 10:00, van die ondervermelde eiendom van die Tweede 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 Belfast, voor die verkoping ter insae sal lê:

1. Erf 269, geleë in die dorp Dullstroom, Registrasieafdeling JT, Transvaal, groot 1 388 vierkante meter.
2. Erf 270, geleë in die dorp Dullstroom, Registrasieafdeling JT, Transvaal, groot 1 388 vierkante meter, beide gehou kragtens Akte van Transport T40189/1983.

Verbeterings: Erwe is onbebou en is hoof en sentraal geleë en redelik naby die sakegebied met 'n uitsig op die foreldam.

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

Geteken te Pretoria hierdie 9de dag van Mei 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. Smit/nvz/EB30026.)

Saak 5467/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited, Eiser, en Letlatsa David Moloi, Eerste Verweerder, en Thokozile Julla Moloi, Tweede Verweerder**

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, om 17 Junie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 566, geleë in die dorpsgebied Sebokeng Eenheid 7 Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL21079/88, grootte 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 4de dag van Mei 1994.

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

Saak 5449/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited C5/00009/06), Eiser, en Lepo Josaiah Thapo, Verweerder**

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 23 September 1993, 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 Vrydag, 17 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

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

Perseel 21222, in die dorpsgebied Sebokeng, Eenheid 14, Registrasieafdeling IQ, Transvaal, groot 468 (vierhonderd agt-en-sestig) vierkante meter.

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

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.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, 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 5de dag van Mei 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P3/125/NM/U.)

Case 6955/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mandlenkosi Jeffrey Dlamini**, First Defendant, and **Lydia Nomathemba Dlamini**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1652, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1652 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00918.)

Case 13605/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Basil Thamsanqa Mathibela**, First Defendant, and **Ruth Goitsimang Mathibela**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 10973, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at 10973 Vosloorus Extension 14, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01022.)

Case 12744/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bubu Moses Mkhize**, First Defendant, and **Nomalanga Handrietta Stella Mkhize**, Second Defendant

On 17 June 1994, at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20539, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20539 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01000.)

Case 19377/93
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 **Radebe, Daniel Njanyana**, First Execution Debtor, and **Radebe, Mankele Carolina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 24 June 1994 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 1462, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1462 Evaton North, 1980, measuring 334 (three hundred and thirty-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, 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 11th day of May 1993.

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/R.132.)

Case 21810/93
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 **Hlatshwayo: Robert**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 933, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 933 Mailola Park, Vosloorus Extension 3, measuring 279 (two hundred and seventy-nine) square metres.

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

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

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

Dated at Johannesburg on this the 11th 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/H.188.)

Case 19289/93
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 **Myeza, Sirhiwe**, 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 23 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 the leasehold in respect of Site 52, situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 52 Emdeni Extension 2, KwaXuma, Johannesburg, measuring 272 (two hundred and seventy-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof comprising kitchen, lounge/dining-room, two bedrooms 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 6th day of May 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M671.)

Case 922/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Cele, Mbuzeni John**, First Execution Debtor, and **Cele, Tshengisile Gloria**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 13180, situated in the Township of Vosloorus Extension 22, Registration Division IR, Transvaal, being 13180 Tsakha Street, Vosloorus Extension 22, Boksburg, measuring 361 (three hundred and sixty-one) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale the balance payable against registration of transfer, to be secured by a bank, 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 9th 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/C.193.)

Case 25184/93
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 **Buthelezi: Mloyiseni James**
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1312, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 1312 Vosloorus Extension 3, Boksburg, measuring 300 (three hundred) square metres.

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

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

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

Dated at Johannesburg this 9th 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/B285.)

Case 31356/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mahlasela: Johannes Mojalefa**,
Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 17 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: All the right, title and interest in the 99 year, right of leasehold in respect of Stand 3577, Doornkop Township, Registration Division IQ, Transvaal, area 246 (two hundred and forty-six) square metres.

Situation: Stand 3577, Green Village, Doornkop, Roodepoort.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, one and a half bathroom, lounge and kitchen.

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 6th day of May 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA125.)

Saak 9334/92

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
Andoline Truter, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 9 Junie 1992, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Suid, op 15 Junie 1994 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

Sekere Deel 5, soos getoon en vollediger beskryf op Deelplan SS246/1987, in die gebou of geboue bekend as Chantall Place, geleë te Erf 513, Erasmia, Stadsraad van Pretoria, met straatadres te Chantall Place 5, Skurwebergstraat, Erasmia, groot 72 (twee-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit-/eetkamer, drie slaapkamers, badkamer, w.k., kombuis (oopplan) spens en motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0137).]

Case 17718/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Xaba Dumisani Russel** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 8144, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8144 Vosloorus Extension 9, Boksburg, measuring 368 (three hundred and sixty-eight) square metres.

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

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

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

Dated at Johannesburg this 2nd 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/cb/X1.)

Case 5595/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Klapa Karen**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 23 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: Erf 187, situated in the Township of Lambton, Registration IR, Transvaal, being 10 Second Avenue, Lambton, Germiston.

Measuring: 2 023 (two thousand and twenty-three) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 2nd 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/cb/K.199.)

Saak 24174/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Maria Elizabeth Currie**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 8 Februarie 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 15 Junie 1994 om 10:00, te kantoor van die Balju, Strubenstraat 142, Pretoria:

Die eiendom wat aldus te koop aangebied sal word, is Deel 166 ('n deel van Deel 56) van die plaas Doringkloof 391, Registrasieafdeling JR, Transvaal, groot 2,5099 (twee komma vyf nul nege nege) vierkante meter, gehou kragtens Akte van Transport T21289/91, ook bekend as Gedeelte 2, Plot 56, Doornkloof 391, JR.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, gesinskamer, kombuis, drie slaapkamers, een en 'n halwe badkamer, studeerkamer, dubbelgarage, motorafdak, stoorkamer en werkskamer.

Die konstruksie van die gebou: Steenmure, composition board, matbedekking en warmwatersisteem.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Hooggeregshof van Pretoria-Suid, Strubenstraat 142, Pretoria.

Geteken te Pretoria hierdie 29ste dag van April 1994.

J. J. S. du Preez, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. J. du Preez/A205.)

Aan: Die Griffier van die Hooggeregshof, Pretoria.

En aan: Die Registrateur van Aktes, Pretoria.

En aan: Raad op Plaaslike Bestuursaanleentheids.

Case 4454/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cornelius Johannes van Rooyen**, First Defendant, and **Pauline van Rooyen**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 5 April 1994, the undermentioned property will be sold in execution on Wednesday, 15 June 1994 at 10:00, at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 228, situated in the Township of Wierdapark, Registration Division JR, Transvaal, measuring 1 487 square metres, held by the Defendants under Deed of Transfer T82113/93, also known as 306 Piet Hugo Street, Wierdapark.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, double garage, swimming-pool and carport.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff Pretoria South, 142 Struben Street, Pretoria.

Signed at Pretoria on this the 29th day of April 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487) (Ref. eb X300.)

Case 10652/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **P. and L. Olifant**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 17 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf Portion 40 of Erf 846, Reigerpark Extension 1, Boksburg, known as 22 Johnny Arends Road, Reigerpark, Boksburg, measuring 153 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Brick under tiles, three bedrooms, bathroom and toilet, lounge, dining-room and kitchen.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040) (Ref. A. van Tonder.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Satvas Prop Inv (Pty) Ltd**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 21 September 1993, sal die onderstaande eiendom op 15 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 722, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, Transvaal, bekend as Willem Erasmusstraat 393, Erasmia, gesoneer vir besigheidsdoeleindes.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Hoewe 83, hoek van Gerhard- en Weslaan, Lyttelton-landbouhoewes, Pretoria.

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

Gedateer te Pretoria op hede die 26ste dag van April 1994.

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

Saak 3855/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Boland Bank Bepersk**, Eiser, en **Jacobus Johannes Venter**, Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof van Pietersburg toegestaan het op 7 Julie 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 8 Junie 1994 om 10:00, te die Landdroskantoor, Landdros Marestraat, Pietersburg, aan die hoogste bieder, naamlik:

Die plaas Afsaal 850, Registrasieafdeling LS, Transvaal, groot 3,6409 (drie komma ses vier nul nege) hektaar, gehou kragtens Akte van Transport T41897/87.

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

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

P. C. Calitz, vir Steytler, Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Posbus 496, Pietersburg, 0700.

Saak 7996/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Bepersk**, Eiser, en **Evrett Jan Moller** Verweerder

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

Erf 553, geleë in die dorpsgebied Bedworthpark, Registrasieafdeling IQ, Transvaal, groot 1 995 vierkante meter, gehou kragtens Akte van Transport T71135/92, bekend as Ithakalaan 27, Bedworthpark, Vereeniging.

Verbeterings: Portaal, sitkamer, eetkamer, vier slaapkamers, drie badkamers, kombuis, wassery, twee motorhuise, bediendekamer, waskamer (buite) en stoorkamer.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 17% (sewentien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

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

J. A. M. Prinsloo, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Vereeniging. (Verw. J. A. M. Prinsloo/sw.)

Saak 734/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Bepersk**, Eiser, en **Gary Russell Matthews**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 15 Maart 1994, die onderstaande eiendom te wete:

Gedeelte 7 van Erf 1563, Selcourt-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Ramonaweg 78, Selcourt, Springs, in eksekusie verkoop sal word op 10 Junie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbetering: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Dubbel motorhuis, bediendekamer 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 26ste dag van April 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SST/M 1809.)

Saak 2471/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Jan Adriaan Venter**, Eerste Verweerder, en **Martha Magrietha Venter**, Tweede Verweerder.

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 24 Maart 1994, sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 985, geleë in die dorpsgebied Orkney, Registrasieafdeling IP, Transvaal, groot 1 027 vierkante meter, ook bekend as Shakespearlaan 100, Orkney.

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 Landdroshofwet 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 en swembad.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Championstraat 25, Orkney, nagesien word.

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

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

Saak 2469/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Johannes Lewang Motsumi**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 14 Maart 1994, sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Perseel 4708, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 200 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 Landdroshofwet 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 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, Championstraat 25, Orkney, nagesien word.

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

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

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Zwilibanzi Livinston Klaas**, Eerste Verweerder, en **Naome Dithlare Klaas**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 14 Maart 1994, sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Perseel 5174, Kanana-uitbreiding 3-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 Landdroshofwet 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 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, Championstraat 25, Orkney, nagesien word.

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

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

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Michael Vusi Zwane**, Eerste Verweerder, en **Harriet Nesta Zwane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 14 Maart 1994, sal die ondervermelde eiendom op Vrydag, 17 Junie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Perseel 5089, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 322 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 Landdroshofwet 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 en 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, Championstraat 25, Orkney, nagesien word.

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

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

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk**, Eiser, en **P. P. Nieuwoudt**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Klerksdorp en 'n lasbrief vir eksekusie gedateer 22 Februarie 1994, sal die volgende eiendom per publieke veiling op Vrydag, 1 Julie 1994 om 10:00, te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word:

Erf: 119 geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal.

Groot: 496 (vierhonderd ses-en-negentig) vierkante meter.

Gehou: Kragtens Akte van Transport T52743/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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 Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die Trust Bank van Afrika Beperk.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is: Leaskstraat 23, Klerksdorp.

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

O. Meyer, vir Meyer, Van Sittert & Kropman, S.A. Permegebou, Boomstraat; Posbus 91, Klerksdorp.

Case 26151/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Siphiwo Eric Ndondo**, 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 of the Magistrate's Court, Fochville on 17 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 3341, Wedela Extension 1, Registration Division IQ, Transvaal.

Measuring: 203 square metres.

Held: By Certificate of Registered Grant of Leasehold TL3758/1991.

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 property is surrounded by a wire fence.

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/J44.)

Saak 19364/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **P. S. Grove**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 3 Junie 1993 sal die onderstaande eiendom op 15 Junie 1994 om 10:00, te die kantoor van die Balju Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 242 geleë in die dorpsgebied Christoburg, Registrasieafdeling JR, Transvaal, bekend as Senoritastraat 445, Christoburg, gesoneer vir verdeelbare erf:

Beskrywing: Onbeboende erf.

Verbandhouer(s): Trustbank, hoek van Schubart- en Visagiestraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju Landdroshof Pretoria-Suid, Hoewe 83, hoek van Gerhard en Weslaan, Lyttleton Landbouhoewes, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 5de dag van Mei 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **NBS Bank Bepark**, Eiser, en **J. A. Grobler**, Eerste Verweerder, en **E. B. Grobler**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 Februarie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 21 Junie 1994 om 10:00:

Resterende gedeelte van Gedeelte 1 van Erf 62 geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal.

Groot: 1 480 (eenduisend vierhonderd en tagtig) vierkante meter (beter bekend as 364 15de Laan, Rietfontein).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Drieslaapkamer-woonhuis met sitkamer, eetkamer, kombuis, badkamer, opwaseenheid, enkelgarage, boorgat met pomp, lapa en swembad.

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

Voorwaardes:

Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju aan die Landdroshof Pretoria Sentraal.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR48015.)

Case 32794/93
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mletwa, Aaron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, on Friday, 17 June 1994 at 11:15, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: All the right, title and interest in the 99 year right of leasehold in respect of Stand 20140, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, area 212 (two hundred and twelve) square metres, situated at Stand 20140, Mfundo Park, Vosloorus Extension 30.

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

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/F32:CA131.)

Case 3666/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Benamou, Salomon William**, 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 Northview, Unit 2, 45 Richard Drive, Halfway House, on 22 June 1994 at 14:30, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House, prior to the sale:

Certain Erf 578, situated in the Township of Vorna Valley, Registration Division IR, Transvaal, being 578 Elizabeth Fry Street, Vorna Valley, measuring 1 136 (one thousand one hundred and thirty-six) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 4th day of May 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.298.)

Case 28348/93
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 **Ferndale, Job Louis**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, at 182 Leewpoort Street, Boksburg, prior to the sale:

Certain Erf 268, situated in the Township of Delmore Park Extension 2, Registration Division IR, Transvaal, being 17 Galjoen Street, Delmore Park Extension 2, Boksburg, measuring 322 (three hundred and twenty-two) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.72.)

Saak 30968/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Junie 1993, sal die onderstaande eiendom op 16 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordwes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1201, geleë in die dorpsgebied Claudius-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Maxwellweg 45, Claudius-uitbreiding 1, gesoneer vir 'n woonhuis.

Beskrywing: Dubbelverdiepingwoonhuis bestaande uit: Sitkamer, eetkamer, kombuis, TV-kamer, vier toilette, drie badkamers, vier slaapkamers, studeerkamer, speelkamer, twee motorhuise en teëldak.

Verbandhouer: ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

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

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

Gedateer te Pretoria op hede die 13de dag van Mei 1994.

Dayson, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0257.)

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Tihoeli Peter Phakoe**, First Defendant, and
Nthabiseng Faith Phakoe, Second Defendant

On Wednesday, 15 June 1994 at 10:00, a public auction will be held at the offices of the Sheriff 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 1729, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Site 1729, Othandweni Extension 1, Tokoza, measuring 306 (three hundred and six) square metres, held under Certificate of registered grant of Leasehold TL4861/92.

Improvements: The property consists of lounge, dining-room, three bedrooms, bathroom and kitchen (which are not warranted or guaranteed).

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time time in terms of the Mortgage Bond over the property held by the Plaintiff who was 17,75% (seventeen comma seven-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 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 9th 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/S359/94.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lulamile John Petros**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 2, Vosloorus Extension 5, Registration Division IR, Transvaal, situated at 2 Vosloorus Extension 5, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 11th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H65.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff and **Anna Zwane**, Defendant

On 17 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 324, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 324 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 11th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01353.)

Saak 3168/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **M. J. Venter**, Eerste Eksekusieskuldenaar, en **A. J. M. Venter**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergenoemde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 28 Januarie 1994 toegestaan is op 17 Junie 1994 om 10:00, te die Landdroshof, Rhodesstraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 377, geleë in die dorpsgebied Tasbet Park, Witbank, Registrasieafdeling JS, Transvaal, groot 1 047 (een nul vier sewe) vierkante meter, gehou kragtens Akte van Transport T34935/84.

Straatadres: Rooibosstraat 15, Tasbet Park, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg): Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 9de dag van Mei 1994.

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

Saak 3256/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Bank of Lisbon International Ltd**, Eiser (Eksekusieskuldeiser), en **Petrus Gerhardus Meyer**, Verweerder (Eksekusieskuldenaar)

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Meyerton, te Lochstraat 52, Meyerton, op 9 Junie 1994 om 10:00:

Beskrywing: Sekere verbeterde eiendom naamlik Gedeelte 12 van Erf 203, in die dorp Kliprivier, Registrasieafdeling IQ, Transvaal, ook bekend as Louw Wepenerstraat 12, Meyerton, groot 1 023 vierkante meter, gehou kragtens Akte van Transport T42919/1990.

Terme: Een tiende $\frac{1}{10}$ van die koopprijs sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 23,25% (drie-en-twintig komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 9de dag van Mei 1994.

S. J. Venter, vir Boyens & Venter, Senator Markslaan 42A, Posbus 2186, Vereeniging. (Tel. 21-1625/6.) (Verw. mev. C. Venter/L263.)

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

In the matter between **United Bank** (a division of ABSA Bank Limited), Plaintiff, and **David John Cloete**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 17 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf 929, Vandykpark, Boksburg, Registration Division IR, Transvaal, known as 45 Silver Leaf Street, Vandykpark, Boksburg, measuring 805 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Brick under tiles, lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and covered porch.

Outbuildings: Detached double garage, servant's room and w.c.

Other: Paving, pool and walling.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg.

Saak 6194/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

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

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 10 Oktober 1993, sal die onderstaande eiendom verkoop word deur die Balju van die landdroshof op 24 Junie 1994 om 10:00, by die Landdroskantore, Generaal Hertzogweg, Vanderbijlpark:

Beskrywing: Sekere verbeterde eiendom geleë in die Vanderbijlpark-Sentraalwes 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, synde Erf 358, groot 650 (ses vyf nul) vierkante meter; sitkamer, eetkamer, kombuis, badkamer, drie slaapkamers, motorhuis, teëldak, afdak en betonomheining.

Die straatadres van die eiendom is Jan van Mellestraat 71, Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, Wet 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% (negenentig 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 opgeveil 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.]

Saak 24302/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Volkas Bank Beperk** (Nigeltak), Eiser, en **Pernata, Fernando Simoes Gomes**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Landdroskantoor, Kerkstraat, Nigel, op 17 Junie 1994 om 09:00, van die ondervermelde eiendom van die Verweerder wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Nigel voor die verkoping ter insae sal lê:

Sekere Hoewe 89, Hallgate-landbouhoewe, Registrasieafdeling IR, Transvaal, groot 1,7844 hektaar (ook bekend as Hoewe 89, Hallgate-landbouhoewes, distrik Nigel).

Verbeterings (nie gewaarborg nie): Steengebou met 'n sinkdak bestaande uit sitkamer, eetkamers, vier slaapkamers, kombuis, badkamer met toilet, aparte toilet, twee motorhuise en buitekamer. Die eiendom is met draad omhein.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 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 bedrag van R6 000 (sesduisend rand). Minimum heffing R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 4de dag van Mei 1994.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. Z11356/F. Potgieter.)

Case 19264/93

PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Proprietary) Limited**, Plaintiff, and **Zondo, Mzondwase Isaiah**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held in front of the Magistrate's Court, Jan van Riebeeck Street, on 23 June 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Erf 3076, Wesselton Extension 1 Township, Registration Division IT, Transvaal, measuring 322 (three hundred and twenty-two) square metres, held by Certificate of Registered Grant of Leasehold TL5927/1990, which is zoned as Residential and consists of a dwelling, two bedrooms, lounge, kitchen, bathroom and w.c. (not guaranteed).

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 23184/93

PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Proprietary) Limited**, Plaintiff, and **Nkosi, Mfanafikile Isaac**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at the Magistrate's Court, Jan van Riebeeck Street, on 23 June 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 122 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL58685/1988, which is zoned as Residential and consists of a dwelling, lounge, kitchen, two bedrooms, bathroom and w.c. (not guaranteed).

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

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

In the matter between ESKOM Finance Company (Proprietary) Limited, Plaintiff, and **Mlotywa, Jabulani Sydney**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at the Magistrate's Court, Jan van Riebeeck Street, on 23 June 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 31 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL46919/88, which is zoned as Residential and consists of a dwelling, two bedrooms, lounge, kitchen and bathroom (not guaranteed).

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

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

In the matter between **ESKOM**, Plaintiff, and **Mahlaola, Kitsa Freddy**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Office of the Sheriff of the Supreme Court, 439 Prince George Avenue, on 17 June 1994 at 11:00, on the conditions read out by the auctioneer at the office of the Sheriff, the office of the Sheriff of the Supreme Court, 439 Prince George Avenue, Brakpan, prior to the sale, of the undermentioned property situated at:

Erf 33801, Tsakane Extension 1 Township (previously Erf 479, Tsakane Extension 1 Township), Registration Division IR, Transvaal, measuring 275 (two hundred and seventy-five) square metres, held by Certificate of Registered Grant of Leasehold TL33542/1988, which is zoned as Residential and consists of a dwelling, lounge, three bedrooms, kitchen, bathroom and toilet (not guaranteed).

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dienoch Mdlalose**, First Defendant, and **Nombi Doris Zwane**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17698, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17698 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00864.)

Case 5397/93

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

In the matter between **A. S. Botes**, Plaintiff, and **F. G. Bezuidenhout**, First Defendant, and **I. Bezuidenhout**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton and writ of execution dated 26 February 1994, the property listed hereunder will be sold in execution on Wednesday, 22 June 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder subject to the rights of the bondholder:

Certain Erf 2049, Brackenhurst Extension 2, Registration Division IR, Transvaal, in extent 1 571 (one thousand five hundred and seventy-one) square metres, situated at 16 Felicia Street, Brackenhurst, Alberton.

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

Lounge, dining-room, three bedrooms, two toilets, two bathrooms, swimming-pool, garage and carport, tiled roof, partly fenced dwelling-unit.

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 Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton.

Dated at Alberton on this the 6th day of May 1994.

J. A. Groenewald, for Wright, Rose-Innes, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448/9) (Ref. Mr Groenewald/as.)

Case 598/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Skhumbuzo Ernest Kheswa**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 3598, Vosloorus, Registration Division IR, Transvaal, situated at 3598 Ngwenya Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01224.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Magezi Freddie Hlase**, First Defendant, and
Busiswe Clementine Hlase, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 18163, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18163 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01227.)

Case 7414/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **David Thabo Langa**, First Defendant, and
Memeng Paulinah Langa, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 10435, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at Erf 10435, Vosloorus Extension 14, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01391.)

Case 597/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Helen Mpokano Khobotle**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 318, Vosloorus Extension 5, Registration Division IR, Transvaal, situated at 318 Vosloorus Extension 5, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01222.)

Case 8865/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amon Buthelezi N.O.**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 13700, Vosloorus Extension 10, Registration Division IR, Transvaal, situated at 13700 Vosloorus Extension 10, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01144.)

Case 2462/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rapuleng Willem Klaas**, First Defendant, and **Queen Maeduba Klaas**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 7263, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7263 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01313.)

Case 729/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sebotshwana Lettie Sithole**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 418, Vosloorus, Registration Division IR, Transvaal, situated at 418 Fred Mlaba Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1401.)

Case 2463/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Velaphi Jonas Mahlangu**, First Defendant, and **Nomasoja Elizabeth Mahlangu**, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 7208, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7208 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01314.)

Case 2468/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Eric Jacobs**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain Erf 340, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 7 Katonkel Street, Delmore Park Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01316.)

1673/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **C. J. H., and M. E. Turner**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and writ of execution dated 31 March 1994, a sale by public auction without a reserve price will be held on 15 June 1994 at 11:00, in the forenoon in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smith Streets, Rustenburg, of the following property owned by the Defendant:

Remaining Extent of Portion 1 of Erf 794, Rustenburg, Registration Division JQ, Transvaal, measuring 1 003 square metres, held under Deed of Transfer T70646/90, known as 51 Beneden Street, Rustenburg.

The following particulars are furnished but not guaranteed: Entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, scullery, carport, two staff rooms with bathroom and floors covered with carpets.

Flat: Lounge, bedroom, bathroom and kitchen.

Terms: Ten per cent (10%) of the purchase price and auctioneers charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen days from date of sale.

Dated at Rustenburg this 26th day of April 1994.

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

Case 1743/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **R. D. C. & M. L. de Beer**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 7 April 1994, a sale by public auction without a reserve price will be held on 15 June 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 2 (a portion of Portion 1) of Erf 629, Rustenburg, Registration Division JQ, Transvaal, measuring 1 428 square metres, held under Deed of Transfer T16806/80, known as 16 Kruger Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, carport, garage, servant's room with toilet and floors covered with carpets and novilon.

Terms: Ten per cent (10%) of the purchase price and auctioneers charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 3rd day of May 1994.

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

Saak 144/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Felix Julian**, handeldrywende as **Julians Construction Machinery**, Eksekusieskuldeiser, en **Pieter Ignatius Engelbrecht**, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 12 Augustus 1993 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelêes word deur die Balju van die Hof, Swartruggens, te die perseel geleë te die Landdroskantore, Jan van Riebeeckstraat, Swartruggens, op Vrydag, 17 Junie 1994 om 10:00, naamlik:

Sekere Gedeelte 12 van Erf 219, Rodeon, Registrasieafdeling JP, Transvaal beter bekend as Liebenbergstraat 14, Swartruggens, groot 1,0706 (een komma nul sewe nul ses) hektaar; gehou kragtens Akte van Transport T15561/91 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslagsgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 4de dag van Mei 1994.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Saak 485/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **African Bank Limited**, Eiser, en **Mankopane Nelson Nkhumise**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogenelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 10 Junie 1994 om 11:00, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Erf 2153, Blok F, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag 500/90, grootte 600 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 5de dag van Mei 1994.

H. C. Smalberger, vir Hack Stupel & Ross, H S R Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Smalberger/A15/105/cm.)

**Case 8084/94
P.H. 104**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S. A. Ltd**, Execution Creditor, and **Du Toit, Johannes Arnoldus**, First Execution Debtor, and **Du Toit, Susanna Carolina Dorothea Petronella**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 58, situated in the Township of Risiville, Registration Division IQ, Transvaal, being 49 McFarlane Street, Risiville, Vereeniging, measuring 1 016 (one thousand and sixteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, sun room, dressing room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising 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 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/D.309.)

Case 7059/94
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 **Jane Lane Investments CC**
(CK90/13383/23), 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, Germiston, on 23 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Portion 2 of (a portion of Portion 1) Erf 14, situated in the Township of Klippoortjie Agricultural Lots, Registration Division IR, Transvaal, being 4 Jane Lane, Klippoortjie Agricultural Lots, Germiston, measuring 3 123 (three thousand one hundred and twenty-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen lounge/dining-room, entrance-hall, study, laundry, bar room, two separate toilets, four bedrooms, three bathrooms, with outbuildings with similar construction comprising four garages, two servants' rooms, toilet, bathroom, store-room, entertainment area and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 5th 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/J.117.)

Saak 25814/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Charles Johannes Lubbe**, Verweerder

'n Verkoop word gehou te Balju, Strubenstraat 142, Pretoria, op 15 Junie 1994 om 10:00, van:

Erf 301, geleë in die dorpsgebied Eldoraïne, Registrasieafdeling JR, Transvaal, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T80127/1988 (beter bekend as Winstonstraat 32, Eldoraïne).

Besonderhede word nie gewaarborg nie.

Woonhuis van bakstene en staanteëldak met alarmstelsel, vier skaapkamers, twee vol badkamers, aantrekkamer, aparte toilet, ingangsportaal, sitkamer eetkamer, kombuis, oop stoep, waskamer, twee motorhuise en bediendekamer met toilet.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Dr. Viljoen/LB.)

Saak 5849/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging**, Eksekusieskuldeiser, en **G. P. en D. E. Williams**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 17 November 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging, op 17 Junie 1994 om 10:00, gehou word van die ondergenoemde van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 644, Rust-Ter-Vaal, in die voorstad van Vereeniging, Registrasieafdeling IQ, Transvaal, groot 447 (vier vier sewe) vierkante meter, ook bekend as Kiepersolstraat 33, Rust-Ter-Vaal, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaersgelde (minimum R50), in kontant op die veilingdag; die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde Skuldeiser, naamlik Allied, in wie se guns verbande oor die eiendom geregistreer is.

Geteken op die 21ste dag van April 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging**, Eksekusieskuldeiser, en **C. J. Viljoen**, Eerste Eksekusieskuldenaar, en **A. M. W. Viljoen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 10 Maart 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Vereeniging, om 17 Junie 1994 te 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erf 100, Leeuhof, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 740 (sewe vier nul) vierkante meter, ook bekend as Impalastraat 3, Leeuhof, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50 (vyftig rand)] in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Saambou, in wie se guns verbande oor die eiendom geregistreer is.

Geteken op hierdie 20ste dag van April 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Case 4744/93

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

In the matter between **City Council of Vereeniging**, Judgment Creditor, and **A. J. Meyer**, Judgment Debtor

In Execution of a judgment granted by the above Honourable Court on 1 July 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff Magistrate's Court, Vereeniging, at 41A Beaconsfield Avenue, Vereeniging, on 17 June 1994 at 10:00, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Messenger of the Court, prior to the sale:

Certain Erf 306, Duncanville, in the Township of Vereeniging, Registration Division IQ, Transvaal, measuring 999 (nine nine nine) square metres, also known as 28 Louis Trichard Street, Duncanville, Vereeniging.

Two bedroomed house with single garage and precast fencing.

The property is reported to be good development but nothing is guaranteed.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) Auctioneer's charges [minimum R50 (fifty rand)] in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Messenger of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 23% (twenty-three per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, N/A in whose favour bonds are registered over the property.

Signed at Vereeniging on the 20th day of April 1994.

Snijman & Smullen, Attorneys for Judgment Creditor, 29 Leslie Street, Barclays Centre, P.O. Box 38, Vereeniging, 1930. [Tel. (016) 21-3700.] (Ref. Mrs Jacobs.)

Case 8632/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Nicholas Nemaododzi**, First Defendant, and **Keneilwe Rachael Nemaododzi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 28 January 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 June 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 26, Silumaview Township, Registration Division IR, Transvaal, situated on 26 Silumaview, Katlehong, in the Township of Katlehong, District of Alberton, measuring 455 (four hundred and fifty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete brick and plastered. Tiled roof. Residence comprising lounge, kitchen, two bedrooms, bathroom and toilet. Property fenced.

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

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

Dated at Germiston on this the 11th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7610/Mrs Kok.)

C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 2429/94

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 **Andrew Francois Wheeler**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 April 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 1387, Sunward Park Extension 3 Township, situate on 6 Hoogstede Street, Sunward Park Extension 2, in the Township of Sunward Park Extension 2, District of Boksburg, measuring 840 (eight 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 lounge, dining-room, three bedrooms, two bathrooms with a w.c., patio, double garage 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 11th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00120/Mrs Teixeira.)

Case 4764/93

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

In the matter between **ABSA Bank Limited**, United Bank Division (Reg. No. 86/04794/06), Plaintiff, and **George Pereira Luise**, First Defendant, and **Yvonne Una Luise**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 June 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 403, Van Dykpark Township, situated on 12 Crossberry Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 884 (eight hundred and eighty-four) 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, three bedrooms, bathroom, separate w.c., kitchen, double carport, w.c. and precast walls.

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 13th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AU0203/Mrs Teixeira.)

Case 7847/94
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 **Macpherson, Iain Bruce Telford**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 17 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 482, situated in the Township of Roodepoort North, Registration Division IQ, Transvaal, being 25 Fourth Avenue, Roodepoort North, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 16th day of May 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M805.)

NOTICE OF SALES IN EXECUTION:

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 16 June 1994 at 10:00. **Nedcor Bank Limited**, Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of the sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case 352/93.

Judgment Debtors: **Vusumuzi Joseph Tanjekwayo and Tombe Andriet Tanjekwayo.**

Property: Right of leasehold over Erf 653, Emangweni Township, Registration Division IR, Transvaal, situated at 653 Emangweni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

File Ref. LN3229.

Case 7883/90.

Judgment Debtor: **Khetiwe Joyce Selepe.**

Property: Right of leasehold over Erf 25, Umfuyaneni Township, Registration Division IR, Transvaal, situated at 25 Umfuyaneni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet and two bedrooms.

Outbuildings consisting of two outside rooms.

File Ref. L217/90.

Case 2875/92.

Judgment Debtors: **Gebe Petrus Twala and Phindile Francina Twala.**

Property: Right of leasehold over Erf 597, Temong Township, Registration Division IR, Transvaal, situated at 597 Temong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

File Ref. L78/92.

Case 276/93.

Judgment Debtor: **Anton Johannes Lodewyk Prenzler.**

Property: Erf 1317, Birchleigh Extension 1 Township, Registration Division IR, Transvaal, situated at 1 Helm Street, Birchleigh Extension 1, Kempton Park.

Improvements: Dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms and two toilets.

Outbuildings consisting of garage, swimming-pool, driveway and flat at the back of house.

File Ref. L534/92.

Case 85/89.

Judgment Debtors: **Mzandwile Samuel Tyona and Mmachenci Elizabeth Tyona.**

Property: Right of leasehold over Erf 96, Leboeng Township, Registration Division IR, Transvaal, situated at 96 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, three bedrooms, dining-room, kitchen and toilet.

Outbuildings consisting of garage.

File Ref. L544/88.

Case 4387/94.

Judgment Debtors: **Vusi Jeremiah Luthuli and Joyce Lolo Luthuli.**

Property: Right of leasehold over Erf 18, Moriting Township, Registration Division IR, Transvaal, situated at 18 Moriting Section, Tembisa.

Improvements: Dwelling-house consisting of two bedrooms, kitchen and lounge.

Outbuildings consisting of three servants' quarters and three garages.

File Ref. LN3850/4.

Case 11271/93.

Judgment Debtors: **Michael Jabulane Dhlamini and Mary Dhlamini.**

Property: Right of leasehold over Erf 50, Leboeng Township, Registration Division IR, Transvaal, situated at 50 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3514.

Case 2519/91.

Judgment Debtor: **Livhuwani Richard Mudzanani.**

Property: Right of leasehold over Erf 22, Isithame Township, Registration Division IR, Transvaal, situated at 22 Isithame Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

Outbuildings consisting of two outside rooms.

File Ref. L108/91.

Case 6041/90.

Judgment Debtors: **Piet Lucas Mahlangu and Anna Fuduka Mahlangu.**

Property: Right of leasehold over Erf 461, Emangweni Township, Registration Division IR, Transvaal, situated at 461 Emangweni Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, three bedrooms, dining-room, toilet and kitchen.

Outbuildings consisting of two outside rooms and garage.

File Ref. L159/90.

Case 9029/93.

Judgment Debtor: **Sekgoma Hellen Ndhlovu.**

Property: Right of leasehold over Erf 381, Leboeng Township, Registration Division IR, Transvaal, situated at 381 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3483.

Case 11980/93.

Judgment Debtor: **San-Marie Cecilia Dowie.**

Property: Erf 1155, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, situated at 4 Groenpiet Street, Birch Acres Extension 3, Kempton Park.

Improvements: Dwelling-house consisting of lounge, two toilets, family/TV-room, two bathrooms, three bedrooms and dining-room.

Outbuildings consisting of swimming-pool, carport and driveway.

File Ref. LN3558.

Case 1996/89.

Judgment Debtors: **Mnungwa Dick Cele and Sibongile Beatrice Cele.**

Property: Right of leasehold over Erf 281, Temong Township, Registration Division IR, Transvaal, situated at 281 Temong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

File Ref. L40/89.

Case 8098/93.

Judgment Debtors: **Temba Bennet Mqwati and Dingi Mary Mqwati.**

Property: Right of leasehold over Erf 90, Welomlambo Township, Registration Division IR, Transvaal, situated at 90 Welomlambo Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen, bathroom, three bedrooms and dining-room.

Outbuildings consisting of garage.

File Ref. LN3440.

Case 11180/93.

Judgment Debtors: **Idine James Maphanga and Meisie Maphanga.**

Property: Right of leasehold over Erf 465, Makulong Township, Registration Division IR, Transvaal, situated at 465 Makulong Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms.

Outbuildings consisting of garage and three outside rooms.

File Ref. LN3520.

Case 19779/93.

Judgment Debtors: **Samuel Masilo Lebepe and Mmamasilo Sana Lebepe.**

Property: Right of leasehold over Erf 114, Kopanong Township, Registration Division IR, Transvaal, situated at 114 Kopanong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

Outbuildings consisting of three outside rooms.

File Ref. LN3705.

Case 13068/93.

Judgment Debtors: **Latlhiwe John Bosaletsi and Kebongyeng Gloria Bosaletsi.**

Property: Right of leasehold over Erf 393, Maokeng Township, Registration Division IR, Transvaal, situated at 393 Maokeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3585.

Case 18792/93.

Judgment Debtor: **Phila Ezzard Ngobese.**

Property: Erf 264, Kempton Park-Wes Township, Registration Division IR, Transvaal, situated at 25 Sonoprit, Kempton Park-Wes.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen, bathroom, three bedrooms and dining-room.

Outbuildings consisting of driveway and garage.

File Ref. LN3685.

Case 22387/93.

Judgment Debtors: **Madayize Lucas Machaba and Nontombi Elizabeth Machaba.**

Property: Right of leasehold over Erf 264, Leboeng Township, Registration Division IR, Transvaal, situated at 264 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3783.

Case 7403/93.

Judgment Debtor: **Nkanyezi Construction CC.**

Property: Right of leasehold over Erf 432, Emoyeni Township, Registration Division IR, Transvaal, situated at 432 Emoyeni Section, Tembisa: Erf 433, Emoyeni Township, Registration Division IR, Transvaal, situated at 433 Emoyeni Section, Tembisa: Erf 434, Emoyeni Township, Registration Division IR, Transvaal, situated at 434 Emoyeni Section, Tembisa: Erf 435, Emoyeni Township, Registration Division IR, Transvaal, situated at 435 Emoyeni Section, Tembisa: Erf 436, Emoyeni Township, Registration Division IR, Transvaal, situated at 436 Emoyeni Section, Tembisa: Erf 437, Emoyeni Township, Registration Division IR, Transvaal, situated at 437 Emoyeni Section, Tembisa: Erf 438, Emoyeni Township, Registration Division IR, Transvaal, situated at 438 Emoyeni Section, Tembisa: Erf 441, Emoyeni Township, Registration Division IR, Transvaal, situated at 441 Emoyeni Section, Tembisa.

Improvements: Vacant stands.

File Ref. LN3429.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 5777/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abel Jacobus Hattingh**, First Defendant, and **Johanna Magdalena Hattingh**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, 17 Caledon Street, Standerton, on 22 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the afore-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: Remaining Portion of Erf 384, situated in the Town Meyerville, Registration Division HS, Transvaal, measuring 2 198 square metres, held by virtue of Deed of Transfer T34465/1970, known as 18 De la Rey Street, Meyerville, Standerton.

Improvements: Two bedrooms, bathroom, kitchen, lounge, dining-room, garage, paved driveway and precast perimeter enclosure.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1388.)

Saak 6168/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bepersk** (United Bank Divisie), Eiser, en **Le Roux, Lukas Johannes**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bo genoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 16 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê.

Sekere Gedeelte 74, soos getoon en meer volledig beskryf in Deelplan 102/83 in die gebou bekend as Metropolitan Heights, en ook bekend as Woonstel 1502, Metropolitan Heights, hoek van Twist- en Kapteinstraat, Johannesburg, groot 80 (agt nul) vierkante meter.

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

Hoofgeboue: Sitkamer, eetkamer, slaapkamer, badkamer/toilet, toilet, kombuis en twee balkonne.

Buitegeboue: Algemene gebou.

Konstruksie: Baksteen.

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

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

Gedateer te Johannesburg op hede die 13de dag van Mei 1994.

Botha Moll & Vennote, Eiser se prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8196E.)

Case 31460/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mekoe: Victor Molifi Linda**, 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 24 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: All right, title and interest in the leasehold in respect of Site 7473 (previously known as Erf 153), situated in the Township of Mohlakeng Extension 1, Registration Division IQ, Transvaal, being 7473 (previously known as 153) Selopi Thoma Street, Mohlakeng, Randfontein, 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, three bedrooms, 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M474.)

Case 8961/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Zinto Abel Mkhalihi**, Defendant

In pursuance of a judgment and warrant of execution dated 26 January 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder, on Wednesday, 22 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Lot 1039, Daveyton Extension 2 Township, Registration Division IR, Tansvaal, in extent 309 square metres, held under Certificate of Registered Grant of Leasehold TL32432/1987, situated at 1039 Marumo Crescent, Daveyton, which property has been zoned as special Residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Main building: Lounge, dining-room, three bedrooms, two bathrooms and kitchen. Outbuildings: Single garage.

Terms and conditions:

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

2. *Conditions of sale*: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Office, Arcadia Building, Prince's Avenue, Benoni.

Dated at Benoni on this the 9th day of May 1994.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorney, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 17 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 41, Vanderbijlpark South West 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 4 459 vierkante meter, ook bekend as Beethovenstraat 131, Vanderbijlpark.

Verbeterings: Teëldak, ingangsportaal, studeerkamer, familiekamer, vloermatte, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, stort. Buitegeboue: Twee motorhuise, twee bediendekamers, stoor, toilet, beton-omheining en tarmacs oprit.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 11de dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.)
(Verw. I.40002/ip.)

Saak 40/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 7 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 17 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1466, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 11de dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.)
(Verw. I.40006/ip.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johanna Wilhelmina Wigman Davel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 15 June 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria:

Erf 67, in the Township of Alphenpark, Registration Division JR, Transvaal, measuring 2 068 square metres, held by the Defendant under Deed of Transfer T26826/1984, situated at 53 Nuwehoop Street, Alphenpark, Pretoria.

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

Dwelling-house consisting of three bedrooms, bathroom, bathroom and toilet, two toilets and hand basins, entrance hall, lounge, dining-room, family room, study, kitchen and laundry. Outbuildings consisting of three garages, servants' quarters, bathroom and toilet, store, brick and precast fencing and slasto paving.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Pretoria East.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R338656/as.)

Saak 504/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Petrus Paulus Fourie**, Eerste Verweerder, en **Hannolien Ronel Fourie**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Maart 1994, en ter uitvoering van 'n lasbrief vir eksekusie sal die Balju, Wonderboom, op 17 Junie 1994 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as Shannonstraat 26, The Orchards-uitbreiding 11, en word omskryf as:

Erf 882, in die dorp The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 800 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

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

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

Geteken te Pretoria hierdie 11de Mei 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Kruse/rm.)

Case 12289/91

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

In the matter between **Nedperm Bank Limited**, now known as Nedcor Bank Limited, Execution Creditor, and **Louis Jacobus Kruger**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 23 January 1992, the following property will be sold in execution on Friday, 17 June 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 485, Constantia Kloof Extension 9 Township, Registration Division IQ, Transvaal, in extent 1 811 (one thousand eight hundred and eleven) square metres, held by Deed of Transfer T9285/1987, known as 37 Jim Fouche Road, Constantia Kloof Extension 9, District of Roodepoort, upon which is erected a detached dwelling of face brick walls under an iron roof, said to contain a lounge, family room, dining-room, study, four bedrooms, kitchen, three bathrooms, outside room, outside store-room, double garage and carport, in regard to which, however, nothing is guaranteed.

Terms: R5 000 of 10% (ten per cent) of the purchase price, whichever is the highest, in 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 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots, subject to any tenancy.

The full conditions of sale (which must be signed after the sale), may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

Dated on this 11th day of May 1994.

Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/911374/18349.)

Case 02001/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Elias, Trevor Vincent**, First Defendant, and **Elias, Mrial Daphne**, Second Defenant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 7 April 1994, will be sold in execution on Thursday, 16 June 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Remaining Extent of Portion 1 of Erf 572, Rosettenville Township, Registration Division IQ, Transvaal, in extent 233 (two hundred and thirty-three) square metres, situated at 76 Violet Street, Rosettenville, Johannesburg.

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: Corrugated.

Floor: Fitted carpets and novilon.

Rooms: Lounge, kitchen, bedroom, bathroom, toilet and entrance-hall.

Outbuildings: Single servant's toilet.

Boundary: None.

Improvements: Security system, paving, walls, carport.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 131 Marshall Street, Johannesburg, for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on 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 and 29-3921/2/3.) (Ref. Mr Steyn/0883.)

Case 11682/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **G. J. and S. H. Meyer**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 17 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf 87, Morganridge Extension 1, Boksburg, known as 18 Kareeboom Street, Morganridge Extension 1, Boksburg, measuring 1 014 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Brick under tiles, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage and store-room.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Saak 4597/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **F.H. Chamberlain Trading (Pty) Limited**, Eiser, en **C V R Services CC**, Eerste Verweerder, en **Christo Johan van Rensburg**, Tweede Verweerder

Ingevolge 'n vonnis en eksekusie lasbrief wat by bogemelde Agbare Hof verkry is en gedateer 15 Februarie 1994, sal die hiernagenoemde eiendom op 15 Junie 1994 om 10:00, te Strubenstraat 142, Pretoria, per publieke veiling aan die hoogste bieder verkoop word:

Erf 3839, Garsfontein-uitbreiding 11, Registrasieafdeling JR, bekend as Swartbaarsstraat 979, Garsfontein, Pretoria, groot 1 000 (eenduisend) vierkante meter, gehou deur Tweede Verweerder, kragtens Akte van Transport T13040/1990.

Verbeteringe: Die volgende besonderhede word verstrek maar word nie gewaarborg nie: Woonhuis met ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, wk, studeerkamer, opwaskamer, waskamer, store, twee motorhuise en buitetoilet.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.
Gedateer te Pretoria op hierdie 6de dag van Mei 1994.

R. E. Megaw, Prokureur vir Eiser, Savelkousgebou 417, Paul Krugerstraat 256, Pretoria. [Tel. (012) 323-1753/4.] (Verw. Megaw/ds/37/93.)

Saak 254/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Nzimande Mandla Nelson**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 November 1993, en daarop volgende lasbrief vir eksekusie die hiernagemelde eiendom op 28 Junie om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 2968, Seksie D, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van die koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 13de dag van Mei 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit, Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 2-0057/8/9.] (Verw. DV/N207.)

Case 1366/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Sonnyboy Linda**, First Defendant, and **Nonceba Elaine Linda**, Second Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 3316, Moleleki Extension 1 Township, Registration Division IR, Transvaal, measuring 302 (three hundred and two) square metres, also known as Erf 3316, Moleleki Extension 1, Kathlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Germiston on this the 11th 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. ML0028/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Vageli Mabaso**, First Defendant, and **Nomkhosi Margaret Mabaso**, Second Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 3149, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 221 (two hundred and twenty-one) square metres, also known as Erf 3149, Likole Extension 1, Katlehong, Germiston, District of Albert (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

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

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

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

Dated at Germiston on this the 13th 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. MM0494/CMK.)

Case 1169/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fanyan Ephraim Madonsela**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 13, Maphanga Township, Registration Division IR, Transvaal, measuring 659 (six hundred and fifty-nine) square metres, also known as Erf 13, Maphanga, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising store-room 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 therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

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

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

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

Dated at Germiston on this the 13th 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. MM0505/CMK.)

Case 1720/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntombiza Mirriam Madonsela**, Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11438 (formerly Erf 767), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 11438 (formerly Erf 767), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising servants' quarters.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 11th 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. MM0510/CMK.)

Case 2056/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elias Chauke**, First Defendant, and **Mmapitso Mary Hlongwane**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 10753 (formerly Erf 82), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 10753 (formerly Erf 82), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising 4 rooms other than kitchen and bathroom.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 11th 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. MC0022/CMK.)

Case 10486/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sango Christian Ginya**, First Defendant, and **Zuziwe Mildred Ginya**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 177, Mngadi Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, also known as Erf 177 Mngadi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof comprising three rooms other than kitchen and one and a half bathrooms.

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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 13th 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. MG0001/CMK.)

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

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

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11662 (formerly Erf 991), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 212 (two hundred and twelve) square metres, also known as Erf 11662 (formerly Erf 991), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 11th 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. MK0073/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusumuzi Albert Nyembe**, First Defendant, and **Victoria Lindiwe Nyembe**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2079 (formerly Erf 715), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 343 (three hundred and forty-three) square metres, also known as Erf 2079 (formerly Erf 715), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom with outbuilding of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 11th 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. MN0156/CMK.)

Case 1095/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesiba Jan Ramokolo**, Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 97, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 554 (five hundred and fifty-four) square metres, also known as Erf 97, Spruit View Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising six rooms other than kitchen and two bathrooms with outbuilding of a similar construction comprising two garages 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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

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

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

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

Dated at Germiston on this the 11th 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. MR0034/CMK.)

Case 8994/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tseiso Albert Rapadu**, Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 80, Moleleki Township, Registration Division IR, Transvaal, measuring 230 (two hundred and thirty) square metres, also known as Erf 80, Moleleki, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MR0029/CMK.)

Case 16/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Butiki David Thembe**, First Defendant, and **Anamary Sonty Thembe**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8616, Tokoza Township, Registration Division IR, Transvaal, measuring 310 (three hundred and ten) square metres, also known as Erf 8616, Tokoza, Alberton (hereinafter called the property).

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

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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MT0040/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makosazana Albertina Dlamini**, First Defendant, and **Jabulani Dlamini**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 79, Ncala Township, Registration Division IR, Transvaal, measuring 284 (two hundred and eighty-four) square metres, also known as Erf 79, Ncala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MD0027/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kolisang Joseph Molefe**, First Defendant, and **Nthabiseng Sophia Molefe**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 3113, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 210 (two hundred and ten) square metres, also known as Erf 3113, Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under thatched roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MM0373/CMK.)

Case 1522/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathasala Gabriel Mosisidi**, First Defendant, and **Hilda Sindiswa Mosisidi**, Second Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 765, Likole Township, Registration Division IR, Transvaal, measuring 277 (two hundred and seventy-seven) square metres, also known as Erf 765, Likole, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 13th 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. MM0522/CMK.)

Case 1515/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mantshadi Sarah Motloung**, Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8452, Tokoza Township, Registration Division IR, Transvaal, measuring 310 (three hundred and ten) square metres, also known as Erf 8452, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 11th 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. MM0521/CMK.)

Case 3635/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sam Mlambo**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 1110, A P Khumalo Township, Registration Division IR Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf 1110, A P Khumalo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising room other than kitchen 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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,75% (twenty comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (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 11th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM5700/CMK.)

Case 7907/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Thokozani Mngoma**, Defendant

On the 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 912, Moseleke East Township, Registration Division IR Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 912, Moseleke East, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (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 11th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0192/CMK.)

Case 5985/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mapule Phellogrean Mokoena**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2914 (formerly Erf 122), Likole Extension 1 Township, Registration Division IR Transvaal, measuring 328 (three hundred and twenty-eight) square metres, also known as Erf 2914 (formerly Erf 122) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (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 11th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0236/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makozazana Florence Ntombela**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 127, Ramakonopi Oos Township, Registration Division IR Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 127, Ramakonopi Oos, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this 11th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0133/CMK.)

Case 1521/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nhlanhla Petros Mbele**, First Defendant, and **Josephine Nomsa Mbele**, Second Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8474, Tokoza Township, Registration Division IR Transvaal, measuring 345 (three hundred and forty-five) square metres, also known as Erf 8474, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising room other than kitchen with outbuildings of a similar construction comprising servant's 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 or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

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

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

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

Dated at Germiston on this 11th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0523/CMK.)

Case 1168/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bigboy Edwin Mcunu**, First Defendant, and **Sheila Mcunu**, Second Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Court, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 613, Ramakonopi Township, Registration Division IR Transvaal, measuring 301 (three hundred and one) square metres, also known as Erf 613, Ramakonopi, Katlehong (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbtos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this 13th day of May 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0503/CMK.)

Case 1519/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Primrose Nonzwakazi Mda**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johria Hof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8326, Tokoza Township, Registration Division IR, Transvaal, measuring 380 (three hundred and eighty) square metres, also known as Erf 8326, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 11 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0517/CMK.)

Case 585/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lepono Elfias Malatjie**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2347 (formerly Erf 1859), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2347 (formerly Erf 1859), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 11 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0491/CMK.)

Case 1368/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thanyani Godfrey Mangani**, First Defendant, and **Joyce Shabangu**, Second Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8560, Tokoza Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, also known as Erf 8560, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof, comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on 11 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0524/Miss Kent.)

Case 1164/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bangi Ephraim Masuku**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 863, Siluma View Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, also known as Erf 863, Siluma View, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15% (fifteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 13th 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. MM0509/CMK.)

Case 8110/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mfundisi Richard Matukane**, Defendant

On 15 June 1994 at 10:00 a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11264 (formerly Erf 593), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 11264 (formerly Erf 593), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MM0436/Miss Kent.)

Case 1518/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Majabulo Mazibuko**, Defendant

On 15 June 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 755, Ramakonopi Township, Registration Division IR, Transvaal, measuring 301 (three hundred and one) square metres, also known as Erf 755 Ramakonopi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 13th 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. MM0518/CMK.)

Case 1314/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tinta Sam Mazibuko**, First Defendant, and **Standani Maria Mazibuko**, Second Defendant

On 15 June 1994 at 10:00 a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 143, Hlongwani Township, Registration Division IR, Transvaal, measuring 432 (four hundred and thirty-two) square metres, also known as Erf 143 Hlongwani, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): A brick built fish and chip shop, store-room and supermarket under iron roof with outbuildings of a similar construction comprising store-room, office and two toilets.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MM0066/CMK.)

Case 8109/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbokade Elias Mahlangu**, First Defendant, and **Ndongo Edah Mahlangu**, Second Defendant

On 15 June 1994 at 10:00 a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 521, Ncala Township, Registration Division IR, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, also known as Erf 521, Ncala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 11th 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. MM0435/CMK.)

Case 4121/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Desmond Tebogo Merafhe**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, Barberton, on 17 June 1994 at 10:00:

Property: Erf 3241, Barberton Extension 7 Township, Registration Division JU, Transvaal, measuring 1 147 square metres, held by virtue of Deed of Transfer T68867/93, known as 6 Dikbas Avenue, Barberton.

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

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court (Transvaal Provincial Division), Barberton, United Building, Barberton.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1298.)

Case 4582/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokolude Gabriel Morake**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, corner of Bologna and Gend Streets, Evander, on Wednesday, 22 June 1994 at 12:00:

Property: All right, title and interest in the leasehold in respect of Erf 7798, Embalenhle Extension 11, Registration IS, Transvaal.

Improvements: Single storey, bedroom, kitchen, lounge and bathroom.

Full conditions of sale can be inspected at the Sheriff, Evander, at Lastinda Centre, Lisbon Street, Evander.

No warranties are given with regard to the description and/or improvements.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1323.)

Case 2692/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Devanand Ramraj**, First Defendant, and **Pingla Ramraj**, Second Defendant

A sale in execution of the undermentioned property is to be held at Erf 2219 in the Township Kinross Extension 17 (known as 50 Duif Street, Kinross Extension 17) on 15 June 1994 at 12:00.

Full conditions of sale can be inspected at the Sheriff Evander at Lastinda Centre, Lisbon Street, Evander.

No Warranties are given with regard to the description and/or improvements.

Property: Erf 2219 in the Township of Kinross Extension 17, Registration Division IS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, bathroom, carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr B. Du Plooy/LVDM/GT1239.)

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Jacob Joseph**, Idenditeitsnommer 4804035123083, Eerste Verweerder, en **Katrina Joseph**, Idenditeitsnommer 4807310133016, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 21 Junie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noord-Oos, gehou te die Sinodale NG Kerk Sentrum, Visagiestraat 238, Pretoria, aan die hoogste bieder:

Erf 4049, geleë in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 510 vierkante meter, gehou kragtens Akte van Transport T82856/90.

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

Straatadres: Woodstocklaan 409, Eersterust-uitbreiding 6, Pretoria, Transvaal.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, vier slaapkamers, badkamer met toilet, steenplaveisel en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Noord-Oos te Pretoriusstraat 1210, Hatfield, Pretoria, Transvaal.

Gedateer te Pretoria hierdie 17de dag van Junie 1994.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9057/94/BVDM.)

Saak 1069/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Balloon Estates (Alerton) CC**, Eiser, en **C. J. Phiri**, Verweerder

Op 15 Junie 1994 om 10:00, sal 'n openbare verkoping gehou word by die kantoor van die Balju van die Landdroshof, Alberton te Johriahof 4, Du Plessisstraat, Florentia, Alberton, by welke geleentheid die Balju van die Landdroshof, Alberton volgens die vonnis van die Hof in hierdie geding, die lasbrief vir eksekusie uitgereik ingevolge daarvan en die beslaglegging daarvolgens sal verkoop:

Die verweerder se reg, titel en belang in die Huurkoop ten opsigte van:

Sekere: Erf 933, Roodekop Township, Registrasieafdeling IR, Transvaal.

Ook bekend as: Klipspringerstraat 55, Roodekop, Alberton.

Afmetings: 805 (agthonderd en vyf) vierkante meter.

Verbeterings: (Wat nie as gewaarborg aangegee word nie) woonhuis; (hierinlater na verwys as die eiendom).

Wesenlike terme:

1. Onmiddellik na die verkoping moet die koper 'n deposito van 10% (tien persent) van die prys of een duisend rand (welke bedrag ookal die meeste mag wees) tesame met 5% (vyf persent) Balju kommissie en 14% (veertien persent) Belasting op Toegevoegde Waarde betaal en die balans asook rente moet binne 14 (veertien) dae na die verkoopsdatum betaal word of gewaarborg word by wyse van onvoorwaardelike of goedgekeurde bank en/of bouvereniging waarborge aan die Balju van die Landdroshof en/of enige ander persoon of persone as wat hy mag bepaal by oordrag van die eiendom aan die verkoper.

2. Die koopprys sal rente dra teen die koers van tyd tot tyd ingevolge die verband oor die eiendom gehou deur Standardbank, Alberton, wat 18,75% (agtien komma sewe vyf persent) per jaar (nie gewaarborg nie) was op die tydstip van die voorbereiding van die voorwaardes van datum van verkoping tot datum van betaling.

3. Die koper sal besit en okkupasie van die eiendom verkry onderhewig aan die bestaan regte van huurders, onmiddellik na die verkoping.

4. Die koper sal verantwoordelik wees en sal aan die Eiser se Aktevervaardigers betaal op versoek, die fooie van die Balju van die Landdroshof vir sy optrede as afslaer en alle ander bedrae nodig om oordrag van die eiendom te bewerkstellig, insluitende seëlregte, ander oordragkoste en alle ander hereregte en belastinge en alle ander uitgawes wat betaalbaar is aan die plaaslike of enige ander owerheid alvorens die oordrag van die eiendom aan die koper gefinaliseer kan word.

5. Die verkoopvoorwaardes van die verkoping sal ter insae wees by die kantoor van die Balju van die Landdroshof, Alberton.

Gedateer te Alberton op hierdie die 16de dag van Mei 1994.

L. F. van Deventer, vir Badenhorst-Malan, Prokureurs vir die Eiser, Tweede Verdieping, Statsgebou, Forestraat, New Redruth, Alberton, 1450; Posbus 136130, Alberton-Noord. (Tel. 907-2121/2.) (Faks. 907-2175.) (Verw. LFVD/CK/B406/93.)

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Madlingozi Nondumiso Judith**, Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die Verweerderes se reg op huurpag in die volgende eiendom op 17 Junie 1994 om 10:00 verkoop word deur die Balju te Verkoopslokaal van die Balju, Progressweg 182, Technikon, Roodepoort op voorwaardes wat by sy kantoor ingesien kan word:

Erf 11835 Dobsonville-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 192 vierkante meter (geleë te Erf 11835, Dobsonville-uitbreiding 4).

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

Datum: 18 Mei 1994.

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

Case 91/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Samuel Molefi Nkomonde**, First Defendant, and **Johanna Mokgadi Nkomonde**, Second Defendant

On 17 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of Leasehold in respect of Erf 245 Vosloorus Extension 3, Registration Division IR, Transvaal.

Situate at: 245 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1369.)

Case 2964/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Solly Solomon Siyoba**, First Defendant, and **Margaret Siyoba**, Second Defendant

On 17 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of Leasehold in respect of Erf 540, Vosloorus Extension 3, Registration Division IR, Transvaal.

Situate at: 540 Mailula Park, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01345.)

Case 2968/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Swethani Raymond Muifha**, First Defendant, and
Motshabi Rosina Muifha, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17102, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17102 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H752.)

Case 2464/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dolly Charles Mnisi**, First Defendant, and
Caroline Weziwe Mnisi, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17147, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17147 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01309.)

Case 2908/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Oupa George Moholane**, First Defendant, and
Sandy Phiona Moholane, Second Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 360, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 360 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01329.)

Case 2466/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello Solomon Motonya**, Defendant

On 17 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 20294, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20294 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01310.)

Case 32438/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Agatha Johanna van der Westhuizen**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00.

Erf 207, situated in the Township of Lynnwood, Registration Division JR, Transvaal, measuring 1963 square metres, known as 2 The Old Fort Road, Lynnwood.

Particulars are not guaranteed.

Dwelling: Entrance-hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, study, scullery, pantry and laundry. Double garage, carport plus patio, two staff rooms and two store-rooms, toilet and bath.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-397518 (371714)/JAA/M. Oliphant.)

Case 27490/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Amanulla Khan**, First Defendant, and **Maimoona Bee**, a major unmarried female, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00.

Erf 136, situated in the Township of Erasmia, Registration Division JR, Transvaal, measuring 1487 (one thousand four hundred and eighty-seven) square metres, known as 338 Kalkheuwel Street, Erasmia.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet, carport and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-369558/JAA/M. Oliphant.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dianne Estelle Alberts**, First Defendant, and
George Wilkie Alberts, in his capacity as Surety, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00.

Erf 1388, Waterkloof Ridge Extension 2 Township, Registration Division JR, Transvaal, measuring 1487 square metres, known as 438 Cliff Avenue, Waterkloof Ridge Extension 2.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms and two toilets, double garage and two carports. Staff room, toilet and laundry.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-366586/JAA/M. Oliphant.)

Case 22366/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Laurens Johannes Barnard**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00.

Erf 1623, in the Township of Garsfontein Extension 8, Registration Division JR, Transvaal, measuring 1261 square metres, known as 441 Winifred Yell Street, Garsfontein Extension 8.

Particulars are not guaranteed.

Dwelling: Entrance-hall, lounge, television room, dining-room, kitchen, three bedrooms, two bathrooms, shower, store-room. Carport, staffroom and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-404837/JAA/M. Oliphant.)

Case 7272/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Jurgens Reynders du Plessis**, Defendant

A sale in execution will be held on Thursday, 16 June 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria West at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 175, situated in the Township of Capital Park, Registration Division JR, Transvaal, in extent 1 190 square metres, known as 107 Myburgh Street 107, Capital Park, Pretoria.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, scullery, laundry, double garage, staff room and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392369/JAA/M. Oliphant.)

Case 8299/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Barend Phillipus Hendrik du Plessis**, First Defendant, and
Elsie Johanna Elizabeth du Plessis, Second Defendant

A sale will be held at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 17 June 1994 at 11:00:

Portion 1 of Erf 150, situated in the Township of Wolmer, Registration Division JR, Transvaal, measuring 1276 square metres, known as 32 Jopie Fourie Street, Wolmer.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392334/JAA/M. Oliphant.)

Case 7129/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Theunis Johannes Vermeulen**, 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, 17 June 1994 at 11:00:

Erf 427, situated in the Township of Theresapark, Extension 1, Registration Division JR, Transvaal, measuring 1 328 square metres, known as 935 Barbara Street, Theresapark Extension 1.

Particulars are not guaranteed.

Vacant land.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-387532 (363032)/JAA/M. Oliphant.]

Case 6906/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Stephen John Wagner**, First Defendant, and **Dorothea Maria Hendrina Wagner**, 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, 17 June 1994 at 11:00:

Erf 505, situated in the Township of Florauna Extension 3, Registration Division JR, Transvaal, measuring 903 square metres, known as 162 Sandappel Avenue, Florauna.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, television room, kitchen, three bedrooms and bathroom, double garage, staff room and toilet. Swimming-pool and borehole.

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-379795/JAA/M. Oliphant.)

Case 1201/94

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Elias Nyabodi Sepheso**, First Defendant, married in community of property to **Mapule Sarah Sepheso**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 March 1994, and writ of execution dated 18 March 1994, the following property will be sold in execution on Wednesday, 22 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 all right, title and interest in the leasehold in respect of Erf 1615, Othandweni Extension 1 Township.

Street address: 1615 Othandweni Extension 1, measuring 239 (two hundred and thirty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL46742/1990, dated 29 November 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge/dining-room, two bedrooms, bathroom and kitchen. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 17% (seventeen per centum) 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 laying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 18th 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 1272/94

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Masiza Shadrack Maduna**, First Defendant, married in community of property to **Sussy Nomthandazo Maduna**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 March 1994, and writ of execution dated 18 March 1994, the following property will be sold in execution on Wednesday, 22 June 1994 at 10:00, at the office of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz—

Certain all right, title and interest in the leasehold in respect of Erf 1281, Othandweni Extension 1 Township.

Street address: 1281 Othandweni Extension 1, measuring 240 (two hundred and forty) square metres, held under Certificate of Registered Grant of Leasehold TL6161/1991, dated 18 February 1991.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge/dining-room, two bedrooms, bathroom and kitchen. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 17% (seventeen per centum) 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 18th 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 1202/94

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

In the matter between **Saambou Bank Beperk**, Plaintiff, and **Mpoyipoyi John Nkadimeng**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 24 March 1994, and writ of execution dated 24 March 1994, the following property will be sold in execution on Wednesday, 22 June 1994 at 10:00, at the office of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz—

Certain all right, title and interest in the leasehold in respect of Erf 10730, Tokoza Extension 2 Township (previously Erf 59, Tokoza Extension 2).

Street address: 10730, Tokoza Extension 2 (previously Erf 59, Tokoza Extension 2), measuring 250 (two hundred and fifty) square metres, held under Certificate of Registered Grant of Leasehold TL735/1990, dated 8 January 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge/dining-room, three bedrooms, bathroom and kitchen. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 16,25% (sixteen comma two five per centum) 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 18th 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 19173/92 PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **McLean, Leonard Victor**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, on Tuesday, 14 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, 9 Elna Randhof, corner Selkirk and Blairgowrie Avenues, Blairgowrie, Randburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house consisting of two bedrooms, lounge, dining-room, kitchen, bathroom and shower, being Portion 29 of Erf 529, Jukskei Park, 5 Beton Avenue, Jukskei Park, measuring 1 103 (one thousand one hundred and three) square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T13331/88.

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

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

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

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Saak 5383/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **L. J en H. C. du Toit**, Verweerders

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak en 'n lasbrief vir eksekusie teen goed gedateer 28 Maart 1994, sal 'n verkoping gehou word op 15 Junie 1994 om 10:00, by die verkooplokaal van die Balju, Krugersdorp, Klabburn Hof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju, Krugersdorp se kantoor, Krugersdorp, ter insae sal lê:

Gedeelte 1 van Hoewe 3, Chanclyff-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 9 381 (negeduisend driehonderd een-en-tagtig) vierkante meter, gehou deur Leonora Jacoba du Toit en Hermanus Carel du Toit, kragtens Akte van Transport T12606/93.

Die eiendom wat te koop aangebied word bestaan uit: Sitkamer, gesinskamer, eetkamer, drie badkamers, vyf slaapkamers, gang, kombuis, opwaskamer, dubbelmotorhuis, bediendekamer, stoorkamer, pleistermure onder teëldak, draadomheining, die eiendom is geleë te Michaelstraat 3, Chanclyff, Krugersdorp, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju, Krugersdorp verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Krugersdorp, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op hede die 16de dag van Mei 1993.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Hugo & Cronje, Tweede Verdieping, Alliegebou, hoek van Human- en Markstraat, Krugersdorp.

Case 00441/92

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 **Stand 233 Berea CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg, at 131 Marshall Street, Johannesburg, on 16 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 233, Berea Township, Registration Division IR, Transvaal, area 495 (four hundred and ninety-five) square metres. *Situation:* 26 Olivia Road, Berea, Johannesburg.

Improvements (not guaranteed): A vacant stand.

Terms: 10% (ten per centum) 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand.)

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

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 5231/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Praher Johann**, 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, Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 14 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 140, Beverley Gardens Township, Registration Division IR, Transvaal, area 1 983 (one thousand nine hundred and eighty-three) square metres. *Situation:* 60 Fleet Street, Beverley Gardens, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles, lounge, dining-room, study, kitchen, pantry, three bedrooms, two bathrooms, two toilets. *Floors:* Fitted carpet/tiles, sauna and jacuzzi room, patio, alarm system. *Outbuildings:* Double garage, staff quarters with toilet and shower, swimming-pool with paving, brick driveway, security gates and walled boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. Le Mottee/ij/N3327.)

Case 6953/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Costello: Patrick**, 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, Randburg, at 9 Elna Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 14 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: Portion 1, of Erf 398, Johannesburg North Township, Registration Division IQ, Transvaal, situation 92 Conduit Street, Johannesburg North, Randburg, area 1 100 (one thousand one hundred) square metres.

Improvements (not guaranteed): Lounge, dining-room, four bedrooms, three bathrooms and kitchen, dwelling in bad state of disrepair.

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 26th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref PD13E/mgh/tf.)

Case 13428/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nomdikinya: Pendolo Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at First Floor, Terrace Building, 1 Eton Terrace, New Redruth, Alberton, on Tuesday, 14 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 Site 985, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situation Site 11656, formerly known as 985, Tokoza Extension 2, area 180 (one hundred and eighty) square metres.

Improvements (not guaranteed): Bedroom, kitchen and lounge, under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (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 6th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref NG217E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gcinisa: Phike Parks**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 17 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 Site 322, Dobsonville Township, Registration Division IQ, Transvaal, situation 322 Williams Street, Dobsonville, area 303 (three hundred and three) square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, kitchen and under iron roof, property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (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 6th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref NO36E/mgh/tf.)

Case 06491/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Papenfus: Frieda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 17 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: Portion 3, of Erf 560, Roodekrans Extension 3 Township, Registration Division IQ, Transvaal, situation 1169 Mistletoe Turn, Roodekrans Extension 3, area 427 (four hundred and twenty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, two garages/store-rooms, 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 (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 13th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref GT32E/mgh/tf.)

Case 24251/92
PH267

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 **Vere Patrick Louis**, First Defendant, and **Vere Stella Daphne**, 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, 16 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:

Portion 11, of Erf 5398, Ennerdale Extension 9 Township, Registration Division IR, Transvaal, measuring 621 square metres, held by the Defendants under Deed of Transfer T48623/1991, being 20 Bimray Avenue, Ennerdale Extension 9, Odin Park, Ennerdale.

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

The dwelling consists of: Lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c./shower, kitchen, patio 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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z54571/Ms Isola/Ms Glyn/cvdm.)

Case 24303/93
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 **Kruger John Bardia**, 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, 16 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 9 (a portion of Portion 3), of Erf 324, The De Deur Estates Limited, Registration Division IQ, Transvaal, measuring 1,6186 hectares, held by the Defendant under Deed of Transfer T4220/93, being 9 Malherbe Street, De Deur.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c./shower, two garages and two store-rooms.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75678/Ms Isola/Ms Glyn/cvdm.)

Case 32084/93
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 **Rayners Horaces 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 office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 16 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 156, of Erf 5504, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 330 square metres, held by the Defendant under Deed of Transfer T27372/1988, being 156 Floreska Close, Ennerdale Extension 9.

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

The dwelling consists of: Lounge, two bedrooms, bathroom, separate w.c./shower, kitchen and patio.

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 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79095/Ms Isola/Ms Glyn/cvdm.)

Case 17719/92
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 **Goba Dennis**, First Defendant, and **Goba Ethel Sonono**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 142 Struben Street, Pretoria, on Wednesday, 15 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, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 1301, Noordwyk Extension 16 Township, Registration Division JR, Transvaal, measuring 1 005 m², held by the Defendants under Deed of Transfer T3241/92, being 1301 Poplar Street, Noordwyk.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per 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, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53247/Ms Isola/Ms. Glyn/cvdm.)

Case 7772/93
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 **Hoff, Llewelan Broderic**, First Defendant, and **Hoff, Tania Paulette**, 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, 16 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:

Portion 12 of Erf 233, Mid-Ennerdale, Registration Division IQ, Transvaal, measuring 425 m², held by the Defendant under Deed of Transfer T14064/1988, being portion 12 of Stand 233, Sixth Avenue, Mid-Ennerdale, Odin Park.

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, separate 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 28th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66459/Ms Isola/Ms Glyn/cvdm.)

Case 9305/92
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 previously United Building Society, Plaintiff, and **Tshivhase Mashudu**, First Defendant, and **Tshivhase, Gloria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff of the Supreme Court at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 14 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 81, Witkoppen Extension 3 Township, Registration Division JR, Transvaal, measuring 1 902 m², held by the Defendants under Deed of Transfer T30968/91, being Stand 81, Pierneef Road, Witkoppen Extension 3, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The erf is a vacant stand.

Terms: 10% (ten per 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 26th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45465/Ms Isola/Ms Glyn/cvdm.)

Case 1342/94
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 **Aronje, Edward Joseph**, First Defendant, and **Aronje, Bertha Mathilde**, 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, 16 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 5283, Ennerdale Extension 12, Registration Division IQ, Transvaal, measuring 350 m², held by the Defendants under Deed of Transfer T18825/1987, being 29 Loam Street, Ennerdale Extension 12.

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

The dwelling consists of: Three bedrooms, bathroom/w.c., kitchen and patio.

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 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 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91106/Ms. Isola/Ms. Glyn/cvdm.)

Case 34232/93
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 **Martin, Erwin Henry**, First Defendant, and **Martin, Yvette Joseline**, 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, 16 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 4951, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 439 m², held by the Defendants under Deed of Transfer T19546/1987, being 4951 Minette Avenue, Odin Park, Ennerdale.

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., shower/w.c., kitchen and patio.

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 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 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z7866/Ms. Isola/Ms. Glyn/cvdm.)

Saak 931/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Allied Bank**, handeldrywende as ABSA Bank Bpk., Eksekusieskuldeiser, en **Mohammed Rafic Lombard**, Eerste Eksekusieskuldenaar, en **Desiree Colette Jansen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 15 Junie 1994 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, 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 15, Mayberry Park-uitbreiding 1-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T60183/92. **Grootte:** 726 (sewe honderd ses-en-twintig) vierkante meter, ook bekend as Safierweg 33, Mayberry Park-uitbreiding 1, Alberton.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.
 2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
 3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.
- Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 13de dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AO1.)

Saak 2277/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Jacobus Frederick Jansen van Vuuren**, Eerste Eksekusieskuldenaar, en **Patricia Jansen van Vuuren**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Alberton, op 15 Junie 1994 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op 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 953, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, transportaktenommer gehou onder Titelakte T38128/91, grootte 812 (agthonderd-en-twaalf) vierkante meter, ook bekend as Buschbuckstraat 12, Roodekop, Germiston.

Beskrywing: Woning, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en motorhuis. Die eiendom is omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.
 2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
 3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.
- Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 13de dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA97.)

Case 35065/91

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
Jacob Jabu Mabaso, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg at 131 Marshall Street, Johannesburg, on 16 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 unit comprising Section 22, and its undivided share in the common property in the Hermanna Court Sectional Title Scheme, area 94 square metres, situation 305 Hermanna Court, Paul Nel Street, Hillbrow.

Improvements (not guaranteed): A flat consisting of one and a half bedroom, bathroom, separate toilet, kitchen and lounge/dining-room.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 7940/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and
Legotlo Jacob Tautsoane, First Defendant, and **Thombizoda Flora Tautsoane**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 10 January 1992, the following property will be sold in execution on 22 June 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 1489, Kagiso Township, Registration Division IQ, Transvaal, in extent 261 (two hundred and sixty-one) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL3639/1989, known as 1489 Sebenzisa Drive, Kagiso, Krugersdorp, upon which is erected a single storey detached dwelling under iron roof, consisting of three bedrooms, kitchen, lounge and dining-room.

The outbuildings comprise single garage.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Krugersdorp Magisterial District), 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 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale), may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 33207/92
PH 267

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

In the matter between **ABSA Bank Limited** Allied Bank Division), Plaintiff, and **Nkomo Benzeleni Ellen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 17 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Stand 9143, Dobsonville Township, Registration Division IQ, Transvaal, measuring 240 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold T44999/88, being 9143 Dobsonville, Roodepoort.

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 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 9th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61215/FCLS/Mr Brewer/lp.)

**Case 01815/94
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 **Dewar, John Malcolm**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 17 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 3380, Weltevredenpark Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 003 square metres, held by the Defendant under Deed of Transfer T6521/1993, being 76 Cornelius Street, Weltevredenpark, Florida.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consisting of: Entrance-hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, single garage and servants' quarters.

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 5th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91279/Ms Glyn/cvdn.)

**Case 1330/93
PH 267**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Seema, Sydney Sentle**, 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 the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 12070, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 450 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL28553/1990, being 12070 Sycamore Extension 6, Kagiso, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 29th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58358/Ms Isola/Ms Glyn/hs.)

Case 710/94

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Wayne Robert Wallace**, First Defendant, and **Nicola Anne Wallace**, Second Defendant

In execution of a judgment of the above Honourable Court dated 17 February 1994, the following property will be sold in execution on Friday, 17 June 1994 at 10:00, at the Sheriff's Office, at 41A Beaconsfield Avenue, Vereeniging, to the highest bidder viz:

Holding 405, Walkers Fruit Farms Agricultural Holding Extension 1, Registration Division IQ, Transvaal, measuring 2,0836 (two comma nought eight three six) hectares.

Property also known as Plot 405, Versveld Street, Walkers Fruit Farm, Walkerville.

Private dwelling comprising four bedrooms, kitchen, two bathrooms, constructed of plastered bricks outside and inside, concrete floor, wall to wall and tiles, iron corrugated roof, stables (two horses), iron corrugated zink, swimming-pool and double garage.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property, to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Vereeniging, immediately prior to the sale, may be inspected at his offices at 41A Beaconsfield Avenue, Vereeniging.

Dated at Germiston on this the 11th day of May 1994.

M. Levine & Freedman, c/o Fradgley-Bekker, Crisco Building, Beaconsfield Avenue, P.O. Box 278, Vereeniging, 1930. [Tel. (016) 55-2123.] [Fax (016) 55-2132.] Germiston [Tel. (011) 873-8914/5.] (Ref. Mr Freedman/05/50039.)

Case 7842/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Khauthu Samuel Nala**, First Defendant, and **Masello Harriet Nala**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 13 July 1993 and warrant of execution served on 17 August 1993, the undermentioned property will be sold on 15 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 1987, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1987, 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 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 17,25% (seventeen comma two five 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 5th day of May 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, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1286.)

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

In the matter between **The Standard Bank of SA Limited**, Execution Creditor, and **Johannes Diederick de Bruyn**, Execution Debtor

Be pleased to take notice that a sale in execution in the above matter will take place on 17 June 1994 at 10:00 at the Sheriff's Office, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, of the following:

Erf 483, Florida Township, Registration Division IQ, Transvaal, situated at 33 Seventh Avenue, Florida, Roodepoort, measuring 585 (five hundred and eighty-five) square metres.

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

Dwelling-house consisting of lounge, dining-room, two bathrooms, four bedrooms, passage, kitchen, pantry, servants' quarters, store-room and single garage. Corrugated iron roof with steel windows. Steel fencing and single garage.

Zoning: Residential area.

Terms:

1. Ten per centum (10%) of the purchase price shall be paid at the time of the sale and the following shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers.

1.1 The full balance of the purchase price; and

1.2 Interest on the amount of the Plaintiff's claim calculated at the current rate referred to in the warrant of execution (and in the event of there being any other preferent creditor) then the interest payable upon such preferent creditor's claim from the date of sale to the date of transfer.

The guarantee will be delivered by the purchaser to the Plaintiff's conveyancers within 14 days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

Dated at Alberton this 2nd day of May 1994.

Jack Sherman, Execution Creditor's Attorney, 5A Clinton Road, Alberton. (Tel. 869-7270.) (Ref. Mr Sherman/AK.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

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

The Execution Creditor in all these matter 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).

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

1. Case No.: 16832/93 (File Ref: Mr du Plooy/GT1173)

Execution Debtor: **Andrew John Grant-Smith** and **Monique Grant-Smith**.

Property: Erf 61, Lydiana Township; Registration Division JR, Transvaal; measuring 1 983 square metres; held under Deed of Transfer No. T.35689/93; known as 38 Orphen Avenue, Lydiana, Pretoria.

Improvements: 5 bedrooms, 2 kitchens, lounge, familyroom, 2 bathrooms, 1 diningroom, study, 3 garages, 1 carport, swimming-pool.

Full conditions of sale in respect of the above matter can be inspected at the offices of the Sheriff, Pretoria East, at 142 Struben Street, Pretoria and will be read out prior to the sale.

2. Case No.: 4465/94 (File Ref: Mr du Plooy/GT1354)

Execution Debtor: **Michael David Smillie**.

Property: Erf 1042, The Reeds Extension 10 Township; Registration Division JR, Transvaal; measuring 1 010 square metres; held under Deed of Transfer No. T.96929/1992; known as 25 Galinule Street, The Reeds Extension 10.

Improvements: 3 bedrooms, kitchen, lounge, 2 bathroom, 1 diningroom, 1 garage.

Full conditions of sale in respect of the above matter 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.

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 117600/92

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 **Gregory Scott**, 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 the 20 January 1994, will be sold in execution on Friday, 17 June 1994 at 10h00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Portion 6 of Erf 218, in the Township of Mondeor, Registration Division IR, Transvaal, in extent 1 236 (one thousand two hundred and thirty-six) square metres, situated at 319 Enford Road, Mondeor, Johannesburg.

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

Residence: Single storey split-level dwelling, built of brick and painted plaster, under pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, family room, study, entrance hall, kitchen, scullery, three bedrooms, bathroom, shower and two w.c.'s.

Outbuildings: Garage, carport, servants' quarters and w.c. with shower.

Improvements: Boundary brick and concrete walls, paving, patio/awning, fencing and shed.

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

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

Dated at Johannesburg on this the 17th 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/MN6370.)

Case 18920/91
PH 157

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

In the matter between **Natal Buklding Society Limited**, now known as NBS Bank Limited, Plaintiff, and **Satishbhai Vallabh Patel**, First Defendant, and **Vanita Bhagwan Patel**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on the 15 July 1993, will be sold in execution on Friday, 17 June 1994 at 10h00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 1444, in the Township of Lenasia Extension 1, Registration Division IQ, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situated at 46 Ostrich Street, Lenasia Extension 1, Johannesburg.

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

Residence: Single storey dwelling, detached, built of face bricks and painted plaster, under I.B.R. roof.

Floors: Fitted carpets and ceramic tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two w.c.'s.

Outbuildings: Garage and w.c.

Improvements: Precast walls, boundary brick walls, paths, driveways and wrought iron gates.

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

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

Dated at Johannesburg on this the 17th 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/MN2816.)

Case 3896/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwakco Johannes Malesa**, First Defendant and **Rosalina Mercia Malesa**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Dellville Street, Witbank, on Friday, 24 June 1994 at 10:00:

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: All right, title and interest in the leasehold in respect of Erf 2030 kwaGuqa Extension 4 Township, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, bathroom, lounge and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1290.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mbiyane, Wilfred Ntabankulu**, First Execution Debtor, and **Mdlungu, Nomthandazo Amelia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 12707 situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12707 Theka Street, Vosloorus Extension 23, Boksburg, measuring 381 (three hundred and eighty-one) square metres.

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

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

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

Dated at Johannesburg this 17th day of May 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M468.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mashakeni, Famanda Reckson**, First Execution Debtor, and **Mashakeni, Zondi Cecilia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 16274, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16274 Imbuzana Street, Vosloorus Extension 16, Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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

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

Dated at Johannesburg this 17th day of May 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M454.)

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Paul Stephanus van der Merwe**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00, of:

Section 1, as shown on Sectional Plan SS323/89 in the building Penhoek 810, situated in the Township Pretoria, Faerie Glen Extension 2, Local Authority, City Council of Pretoria, measuring 146 square metres, and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST323/89(1)(UNIT), known as Section 1, Penhoek 810 (duete), 10 Penhoek Street, Faerie Glen.

Particulars are not guaranteed: Three-bedroomed duette with lounge, dining-room, kitchen, two bathrooms, laundry, two car-ports, double garage converted to offices and store.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401325/JAA/J. S. Herbst.)

Case 23041/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Demitri Kalipozes**, Defendant, and
Demitri Kalipozes, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 15 June 1994 at 10:00, of:

Erf 1747, situated in the Township of Waterkloof Ridge Extension 2, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 550 Cliff Avenue, Waterkloof Ridge Extension 2.

Particulars are not guaranteed.

Dwelling with entrance-hall, lounge, dining-room, study, family room, kitchen, three bedrooms, bathroom with shower, separate toilet, playroom, two garages, staff room, store and outside toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404836/JAA/J. S. Herbst.)

Case 8230/93

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 **Johannes Steyn**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 September 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 2084, Dawn Park Extension 8 Township, situated on 1 Benade Street, Dawn Park Extension 8, in the Township of Dawn Park Extension 8, District of Boksburg, measuring 834 (eight hundred and thirty-four) 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, shower with a w.c. and a bathroom with a 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 16th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6337/Mrs Teixeira.)

Case 1049/94

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 **Sandra Brown**,
First Defendant, and **Raymond Wayne Brown**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 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 2628, Dawn Park Extension 4 Township, situated on 7 Buick Street, Dawn Park Extension 4, in the Township of Dawn Park Extension 4, District of Boksburg, measuring 941 (nine hundred and forty-one) square metres.

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

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

Dated at Boksburg on this the 16th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00085/Mrs Teixeira.)

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

In die saak tussen **ABSA Bank Beperk**, handelende as Volkskas Bank, Eiser en **Meintjes Willem Johannes**, ID 4307215016085, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos te Strubenstraat 142, Pretoria, op 15 Junie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos, te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 245, geleë in die dorpsgebied van Meyerspark, Registrasieafdeling JR, Transvaal, groot 1 586 (een vyf agt ses) vierkante meter, gehou kragtens Akte van Transport T26613/93.

Hierdie eiendom is geleë te Manserstraat 208, Meyerspark.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, vyf slaapkamers, twee badkamers en waskamer.

Konstruksie: Baksteen onder ysterdak, komposisiebord, plafon, matte en novilon, warmwatersisteem.

Buitegeboue: Enkelmotorhuis, twee afdakke, huishulpkamer en toilet.

Algemeen: Woonstel - sitkamer, eetkamer, twee slaapkamers, badkamer en toilet en kombuis.

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 koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs 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 19de dag van Mei 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1302.)

Saak 764/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **M. E. T. S. A. (Edms.) Beperk**, Eiser, en **John Welthagen**, voorheen handerdrywende as X-Hause Mr Tyre, Verweerder

In opvolging van vonnis en lasbrief vir eksekusie in die Landdroshof van Fochville, gedateer 10 September 1993, word die ondergenoemde eiendomme in eksekusie verkoop op Vrydag, 24 Junie 1994 om 10:00, te die kantore van die Landdroshof te Fochville op die hoek van Kerk- en Losbergstraat, Fochville, aan die hoogste bieder:

Gedeelte 5 van Erf 990, geleë in die dorp Fochville, Registrasieafdeling IQ, Transvaal, groot 1 983 (eenduisend nege-honderd drie-en-tagtig) vierkante meter; en

Erf 130, geleë in die dorp Fochville, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

Voorwaardes: 10% (tien persent) van die koopprijs 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 daarna.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Vyfde Straat 71, Fochville, nagesien word.

J. G. Viljoen, vir Viljoen & Van Blerk, Funchalgebou 4, Kerkstraat 58, Fochville, 2515.

Case 764/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **M. E. T. S. A. (Edms.) Beperk**, Plaintiff, and **John Welthagen**, previously trading as Mr X-Hause Mr Tyre, Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville and writ of execution dated 10 September 1993, the following property will be sold in execution on Friday, 24 June 1994 at 10:00, at the office of the Magistrate's Court, corner of Kerk and Losberg Avenues, Fochville, to the highest bidder, viz:

Portion 5 of Erf 990, situated in the Town Fochville, Registration Division IQ, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres; and

Erf 130, situated in the Town Fochville, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres.

Terms: 10% (ten per cent) of the purchase price 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 thereafter.

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Magistrate's Court, 71 Fifth Street, Fochville.

J. G. Viljoen, for Viljoen & Van Blerk, 4 Funchal Building, 58 Church Street, Fochville, 2515.

Saak 3399/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Bertha Botha Trust**, Eiser, en **E. S. C. Gunter**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 2 Augustus 1993, in bogemelde aangeleentheid, sal 'n verkoping sonder 'n reserweprys gehou word te Landdroskantoor Rustenburg, op 15 Junie 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Balju Landdroshof, Smitslaan, Rustenburg, en die Klerk van die Landdroshof, voor die verkoping ter insae sal lê:

Erf: Gedeelte 2 van die Erf 514, Registrasieafdeling JQ, Transvaal, groot 1 428 (een vier twee agt) vierkante meter, gehou kragtens Transportakte T54936/1991, bekend as Oxfordstraat 88, Rustenburg.

Terme: Tien persent (10%) van die verkoopprys en afslaersgelde in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank-, bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 2de dag van Mei 1994.

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, Van Stadenstraat, Rustenburg, 0300. (Verw. mnr. Claassen/AR/B434.)

Case 246/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Paul Johannes Els**, First Defendant, and **Chantelle Els**, Second Defendant

A sale in execution will be held on 17 June 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of: Erf 615, situated in the Township The Orchards, Extension 10, Registration Division JR, Transvaal, measuring 1 654 square metres, known as 23 Scott Street, The Orchards Extension 10.

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

Single-storey dwelling with attic floor, brick walls, thatch roof, clay tiles, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, shower, w.c., entrance-hall, scullary, laundry, covered stoep, two garages, outside w.c., store, brick and screenwalls and brick drive-pavings.

The conditions of sale may be inspected at the office of the Sheriff, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.8927.)

Case 2110/93

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

In the matter between **First National Bank**, Plaintiff, and **K. W. Hlajoe**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 October 1993, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 17 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 2283, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL37910/1988, also known as 2283 Masiyane Street, Tsakane, Brakpan.

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

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

Dated at Brakpan on this the 16th day of May 1994.

P. J. Cowling, for Trollip, Cowling & Janeke, Attorneys, Notaries and Conveyancers, 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/DD2250.)

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Johannes Salomon Pretorius**,
Eerste Verweerder, en **Christina Pretorius**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie uitgereik op 19 November 1993, deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, 8 Parkstraat, Kempton Park, aan die hoogste bieder op 30 Junie 1994 om 10:00:

Erf 486, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 (eenduisend) vierkante meter, bekend as Wildepruimstraat 29, Estherpark-uitbreiding 1.

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.

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

Woonhuis: Sitkamer, badkamer, eetkamer, twee toilette, drie slaapkamers en kombuis.

Buitegeboue: Motorhuis en 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 Eiser se eis van R104 054,61 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16% (sestien 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 verkoopvoorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureur vir Eiser, 20 Centraallaan, Privaatsak 53, Kempton Park, 1620. (Verw. mev. v.d. Merwe/MD/FN.)

Saak 4661/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Limited**, Eksekusieskuldeiser, en **M. J. en H. L. Sibiyi**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 Desember 1993 toegestaan is, op 10 Junie 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1426, kwaGuqa-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 250 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport TL45474/90.

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.

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 betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

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

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

Case 13526/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mthimkulu: Jabulani Moses**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 16124, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16124 Ibinda Street, Vosloorus Extension 16, Boksburg, measuring 381 (three hundred and eighty-one) square metres.

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

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

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/tp/M634.)

Case 5186/93

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), Plaintiff, and **Samson Diada**, First Defendant, and **Sali Lydia Diada**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort, and writ of execution dated 30 July 1993, the property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00, at 182 Progress Avenue, Technikon, Roodepoort:

Certain: The right, title and interest in the leasehold in respect of Erf 467, Mmesi Park Township, Registration Division IQ, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL37812/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of lounge, kitchen, bedroom, bathroom and w.c. The boundary is fenced.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, c/o J. Gus Ackerman, Plaintiff's Attorneys, 9 Madeline Street, Florida. (Ref. JJ-CC/26035.)

Case 5185/93

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), Plaintiff, and **Sibusiso Simon Khumalo**, First Defendant, and **Sebina Alice Lebitso**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, a warrant of execution dated 9 July 1993, the property listed hereunder will be sold in execution on 17 June 1994 at 10:00, at the Sheriff's Sale Premises, 182 Progress Road, Technikon, Roodepoort:

Certain: Erf 11163, Dobsonville Extension 2 Township, District of Roodepoort, Registration Division IQ, Transvaal, measuring 210 (two hundred and ten) square metres and held by Certificate of Registered Grant of Leasehold TL16197/91.

The following improvements are reported to be on the property, but nothing is guaranteed: A residential building with brick walls and plaster and tiled roof, consisting of dining-room, two bedrooms, kitchen and bathroom. The boundary is not fenced.

The property is situated at Erf 11163, Dobsonville Extension 2 Township, District of Roodepoort.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18,75% (eighteen comma seven five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sherriff of the Court.

Dated at Florida on this the 17th day of May 1994.

J. Jepsson, for J. Gus Ackerman, Plaintiff's Attorney, 9 Madeline Street, Florida. (Ref. JJ/CC/26036.)

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **David Ian Simpson**, Eerste Verweerder, en **Helen Martha Simpson**, Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 7 Maart 1994, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieder deur Libra Afslaaers, te Uraanstraat 13, Dersley Park, Springs, op 16 Junie 1994 om 11:00:

Beskrywing van eiendom:

Hoewe: Erf 253, Dersley-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 926 (negehonderd ses-en-twintig) vierkante meter, soos gehou kragtens Transportakte 15326/90, geleë te Erf 253, Dersley Park-dorpsgebied, Registrasieafdeling IR, Transvaal. Geleë te Erf 253, geleë in Dersley-dorpsgebied, Registrasieafdeling IR, Transvaal.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie. Woonhuis van stene gebou met 'n teëldak, drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, kombuis, buite toilet, dubbel motorafdakke en swembad.

Voorwaardes van verkoping:

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

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 28% (aght-en-twintig persent) per jaar op die Vonnis skuld vanaf 24 Desember 1992 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

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

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

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

Gedateer te Springs op hierdie 3de dag van Mei 1994.

C. I. Hutchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan; Posbus 880, Springs. (Verw. mnr. Hutchinson/FN/TX224.)

Saak 281/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **D. Ramaano**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 670, geleë in Ikageleng, Zeerust, groot tweehonderd twee-en-vyftig (252) vierkante meter. Hierdie eiendom bestaan uit 'n leë erf.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZR0097.)

Saak 809/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **M. Lebakeng**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 453, geleë in Ikageleng, Zeerust, groot tweehonderd en sestig (260) vierkante meter. Hierdie eiendom bestaan uit 'n leë erf.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZL0130.)

Saak 805/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **mev. N. E. Dithate**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 268, geleë in Ikageleng, Zeerust, groot tweehonderd een-en-sestig (261) vierkante meter, hierdie eiendom bestaan uit 'n erf met 'n vier-vertrek woning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms//ZD0154.)

Saak 325/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **T. Erend**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 564, geleë in Ikageleng, Zeerust, groot tweehonderd twee-en-tagtig (282) vierkante meter.

Hierdie eiendom bestaan uit 'n erf met 'n tweevertrekwoning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms//ZE0054.)

Saak 295/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **C. Mogale**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 1014, geleë in Ikageleng, Zeerust, groot driehonderd sewe-en-vyftig (357) vierkante meter. Hierdie eiendom bestaan uit 'n erf met 'n vier-vertrek woning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms//ZM0545.)

Saak 815/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **J. Modipane**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 793, geleë in Ikageleng, Zeerust, groot tweehonderd een-en-sestig (261) vierkante meter. Hierdie eiendom bestaan uit 'n erf met 'n twee-vertrek woning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms//ZM0825.)

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **mev. M. Q. Motswagae**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 582, geleë in Ikageleng, Zeerust, groot tweehonderd agt-en-sestig (268) vierkante meter. Hierdie eiendom bestaan uit 'n erf met 'n twee-vertrekwoning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/l/ZM0833.)

Saak 297/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **F. Mokgatlhe**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 17 Junie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, Zeerust, per eksekusieveiling verkoop:

Erf 432, geleë in Ikageleng, Zeerust, groot 276 (tweehonderd ses-en-sewentig) vierkante meter. Hierdie eiendom bestaan uit 'n erf met 'n sinkhuisie.

Terme: Kontant-/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju, Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Mei 1994.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/l/ZM0547.)

Saak 25369/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Barend Jacobus Engelbrecht**, Verweerder

Geliewe kennis te neem dat 'n vonnis in bogemelde aksie toegestaan op 21 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, 17 Junie 1994 om 11:00:

Erf 1446, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, grootte 864 (agthonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T28695/93, die eiendom is ook bekend as Bruwersstraat 11, The Orchards-uitbreiding 11, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis bestaande uit 'n sitkamer, kombuis, twee slaapkamers, badkamer, toilet en buitegebou synde 'n bediende-toilet.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, by bogemelde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

D. Pieterse, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. Pieterse/F7787.)

Sale in execution of the undermentioned properties are to be held in front of the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 24 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, Suite C, Rietbok Building 5, General Hertzog Street, Vanderbijlpark, 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 4583/94 (File Ref.: Mr Du Plooy/GT1330)Execution Debtors: **Ramahlele Abram Sefatsa, and Ncenekile Rebecca Sefatsa.***Property:* All the right, title and interest to the leasehold in respect of Portion 21 of Erf 8033, Evaton West Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, held under Certificate of Registered Grant of Leasehold TL94856/92.*Improvements:* Unimproved property.**2. Case 4771/94** (File Ref.: Mr Du Plooy/GT1324).Execution Debtors: **Mokete Lucas Mkwana, and Mathshediso Julia Mkwana.***Property:* All the right, title and interest to the leasehold in respect of Portion 1 of Erf 8026, Evaton West Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, held under Certificate of Registered Grant of Leasehold TL94086/92.*Improvements:* Two bedrooms, bathroom, kitchen and lounge.**3. Case 4595/94** (File Ref.: Mr Du Plooy/GT1327).Execution Debtors: **Forane Enerst Mokoena, and Ntsoaki Lisbeth Mokoena.***Property:* All the right, title and interest to the leasehold in respect of Stand 3010, Evaton West Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, held under Certificate of Registered Grant of Leasehold TL67245/89.*Improvements:* Two bedrooms, bathroom, kitchen and lounge.**4. Case 4584/94** (File Ref.: Mr Du Plooy/GT1329).Execution Debtors: **Swanabo Jacob Rewu, and Patricia Nomoya Rewu.***Property:* All the right, title and interest to the leasehold in respect of Portion 2 of Erf 8033, Evaton West Township, Registration Division IQ, Transvaal, measuring 250 (two hundred and fifty) square metres, held under Certificate of Registered Grant of Leasehold TL102447/1992.*Improvements:* Unimproved property.

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 5563/94IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Matheus Christiaan de Beer**, First Defendant, and **Anita de Beer**, Second Defendant

A sale in execution of the undermentioned property is to be held at 19 Churchill Avenue, Witbank, on 24 June 1994 at 12:00:

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: Portion 19 of Erf 4868, Witbank Extension 38 Township, Registration Division JS, Transvaal, measuring 316 (three hundred and sixteen) square metres, held under Deed of Transfer T25862/93, known as 19 Churchill Avenue, Witbank.*Improvements:* Two bedrooms, bathroom, kitchen, lounge, garage, brick driveway and brick perimeter enclosure.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1371.)

Case 5932/94IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniel Jacobus Theron**, First Defendant, and **Ellen Janet Theron**, Second Defendant

A sale in execution of the undermentioned property is to be held at Room 603A, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 16 June 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria West, at the above-mentioned address.

No warranties are given with regard to the description and/or improvements.

Property: Plot 61, Andeon Agricultural Holdings Registration Division JR, Transvaal.*Improvements:* Five bedrooms, three bathrooms, kitchen, dining-room, lounge, study, family room, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT1394.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richmal Properties CC (CK91/15144/23)**, Defendant

A sale in execution of the undermentioned property is to be held at Erf 159, Jackaroo Park (1 Elsabe Street, Jackaroo Park) on 24 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 159, situated in the Township of Jackaroo Park, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT1307.)

Case 21957/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Majoni John Sithole**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Kruger Street, Bronkhorstspuit, on Friday, 1 July 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Court, Kruger Street, Bronkhorstspuit and which will be read out prior to the sale in execution.

Erf 4779, situated in the Township of Ekangala B in the District of Mkobola, measuring 317 (three hundred and seventeen) square metres, held by virtue of Deed of Grant 431/90, known as 4779 Ekangala B, Ekangala B.

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

A dwelling-house, comprising dining-room, kitchen, three bedrooms, toilet and bathroom.

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

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

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

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2365(A).)

NOTICES OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sales in execution of the undermentioned properties are to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 17 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 Middelburg at Auxilium Building, 4A Eksteen Street, Middelburg, 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 No. 5558/94** (File ref. Mr Du Plooy/GT1374).

Execution debtor: **Gordon Patrick Fermor**.

Property: Erf 1623, Middelburg Extension 4 Township, Registration Division JS, Transvaal.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and three garages.

2. **Case No. 5559/94** (File Ref: Mr Du Plooy/GT1373)

Execution Debtor: **Gerhardus Marthinus de Lange**.

Property: Erf 640, Middelburg Township, Registration Division JS, Transvaal.

Improvements: Four bedrooms, 2.5 bathrooms, kitchen, dining-room, lounge, study, family room, four garages and swimming-pool.

3. **Case No. 3007/94** (File ref: Mr Du Plooy/GT1256)

Execution Debtor: **Josias Andries de Kock**.

Property: Erf 402, situated in the township of Middelburg, Registration Division JS, Transvaal.

Improvements: Single storey, four bedrooms, kitchen, lounge, two family rooms, two bathrooms, dining-room and two garages.

4. Case No. 2860/94 (File Ref: Mr du Plooy/GT1258)*Execution debtor: Mmape Piet Makuwe**Property:* All right, title and interest in the leasehold in respect of Erf 5076, in the Township Mhluzi Extension 2, 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.]

Case 5567/94IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Barend Christiaan Bezuidenhout**, Defendant

A sale in execution of the undermentioned property is to be held at 56 12th Street, Springs, on Friday, 24 June 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Springs, at the above address.

No warranties are given with regard to the description and/or improvements.

Property: Erf 960, Selection Park Township, Registration Division IR, Transvaal.*Improvements:* Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. (Tel. (012) 325-4185.) (Ref. Mr B. du Plooy/LVDM/GT1325.)

Saak 2719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EVANDER GEHOU TE EVANDER

In die saak tussen **NBS Bank Limited**, Eiser, en **Tricbou (Oos Transvaal) (Eiendoms) Beperk**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 21 Februarie 1994, sal die volgende vaste eiendomme in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 15 Junie 1994 om 12:00, aan die hoogste bieder, naamlik:

1. Eenheid 5, soos getoon op Deelplan SS255/90, in die skema bekend as Tricbouwoonstelle, ten opsigte van die grond en gebou of geboue geleë te Erf 208, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST255/90 (5) (Unit), beter bekend as Woonstel 1, Tricbouwoonstelle.

2. Eenheid 1, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (1) (Unit), beter bekend as Woonstel 8, Tricbouwoonstelle 209.

3. Eenheid 2, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (2) (Unit), beter bekend as Woonstel 7, Tricbouwoonstelle 209.

4. Eenheid 3, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (3) (Unit), beter bekend as Woonstel 9, Tricbouwoonstelle 209.

5. Eenheid 4, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (4) (Unit), beter bekend as Woonstel 10, Tricbouwoonstelle 209.

6. Eenheid 5, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (5) (Unit), beter bekend as Woonstel 6, Tricbouwoonstelle 209.

7. Eenheid 6, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (6) (Unit), beter bekend as Woonstel 12, Tricbouwoonstelle 209.

8. Eenheid 7, soos getoon op Deelplan SS256/90, in die skema bekend as Tricbouwoonstelle 209, ten opsigte van die grond en gebou of geboue geleë te Erf 209, Trichardt, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (7) (Unit), beter bekend as Woonstel 11, Tricbouwoonstelle 209.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 17de dag van Mei 1994.

Prokureurs vir Eiser, Els Prokureurs, Checkersgebou, Posbus 47, Secunda. [Tel. (0136) 34-7788.] (Verw. mev. Louw/eh.)

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

In die saak tussen **Volkskas Bank Beperk**, Eiser, en **Frederik Johannes van der Walt**, Verweerder

'n Verkoop word gehou deur die Balju, Tzaneen, voor die Landdroshofkantoor, Morganstraat, Tzaneen, op 17 Junie 1994 om 10:00, van:

1. Gedeelte 5 van die plaas Lushof 540, Registrasieafdeling LT, Transvaal, groot 8,9501 hektaar, gehou kragtens Akte van Transport T77078/1988 (beter bekend as Lushofhoewe 5, Tzaneen).

2. Gedeelte 6 van die plaas Lushof 540, Registrasieafdeling LT, Transvaal, groot 8,9675 hektaar, gehou kragtens Akte van Transport T77078/1988 (beter bekend as Lushofhoewe 6, Tzaneen).

Gedeelte 5 van die plaas Lushof 540 is gesoneer vir landbouhoewes en verbeter met:

(a) 'n Skuur van hout en sink.

(b) Plus minus 1 500 mangobome.

Besonderhede word nie gewaarborg nie.

Gedeelte 6 van die plaas Lushof 540 is gesoneer vir landbouhoewes en verbeter met:

(a) Een woonhuis met steenmure, sinkdak, volvloermatte, bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, studeerkamer, kombuis, opwaskamer en stoep.

(b) Een woonstel met steenmure en sinkdak, bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

(c) Buitegeboue bestaande uit drie stoorkamers en vyf motorafdakke.

(d) Plus minus 1 500 mangobome.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Tzaneen, p.a. Joubert & May, Rentmeestergebou, Tweede Verdieping, Danie Joubertstraat, Tzaneen.

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

Saak 699/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOÛ TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Robert Charles Boyd**, Eerste Eksekusieskuldenaar, en **Ada Agnes Boyd**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 Maart 1994 en 'n lasbrief vir eksekusie gedateer 18 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 15 Junie 1994 om 11:00:

Hoewe 21, Benoni-Noord-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,6187 (een komma ses een agt sewe) hektaar, gehou kragtens Akte van Transport T11431/1993, geleë te Hoewe 21, Benoni-Noord-landbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, kombuis met buitegeboue bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en twee motorafdakke.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 17de dag van Mei 1994.

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

Case 7157/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Khibi Samuel Lakaje**, First Defendant, and **Asslina Dambile Lakaje**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Randburg and writ of execution dated January 1993, the property listed hereunder will be sold in execution on Tuesday, 21 June 1994 at 14:30, in front of the Randburg Magistrate's Court, Randburg.

Certain: The right, title and interest in the leasehold in respect of Erf 903, Alexandra Extension 2 Township, Registration Division IR, Transvaal, measuring 164 (one hundred and sixty-four) square metres, held by Certificate of Registered Grant of Leasehold TL71428/1989.

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

A single storey residential dwelling of brick walls and tiled roof. Consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114) (Ref. Mr Johnson/N.79470.)

**Case 32834/93
PH 507**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Unit 13 Ruskom Court CC**, First Defendant/Execution Debtor, and **Oosthuizen, Petrus Paulus Johannes**, Second Defendant/Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 23 June 1994 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg:

Certain: Unit consisting of section 4 as shown and more fully described on Sectional Plan 50/1991 in the scheme known as Ruskom Court, in respect of the land and building or buildings situated at Emmarentia Extension 1 Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 90 (ninety) square metres, in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan and held under Deed of Transfer ST24719/1992, measuring 90 (ninety) square metres, situated at 13 Ruskom Court, 101 and 102 Komatie Street, Emmarentia, Johannesburg.

The sale will be held on the conditions to be read out by the auctioneer at the sale and these conditions may be examined at the office of the Sheriff, 131 Marshall Street, Johannesburg, and or at the offices of the Plaintiff's/Execution Creditor's attorneys Blakes Incorporated, Sixth Floor, Santambank Centre, 81 Rissik Street, Johannesburg.

Dated on May 1994.

J. S. de Vos, for Blakes Incorporated, Attorney for Plaintiff/Execution Creditor, Sixth Floor, Santambank Centre, 81 Rissik Street, Johannesburg. (Ref. Mr Smit/md/VN 0038.)

**Case 21155/93
PH 507**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff/Execution Creditor, and **Van Biljon, Tobias Johannes**, Defendant/Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 17 June 1994 at 10:00, at the offices of the Sheriff, 182 Progress Avenue, Lindhaven, Roodepoort:

Certain: Section 24 as shown and more fully described on Sectional Plan SS123/1991 in the scheme known as Oak Ridge in respect of the land and building or buildings situated at Weltevredenpark Extension 9 Township, Roodepoort Local Authority, of which section the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan and held under Deed of Transfer ST33896/1992 and an exclusive use area described as parking P24 measuring 15 (fifteen) square metres being as such part of a common property comprising the land and the scheme known as Oak Ridge in respect of the land and building or buildings situated at Weltevredenpark Extension 9 Township, Roodepoort Local Authority, as shown and more fully described on Sectional Plan SS123/1991 held under Notarial Deed of Cession SK1636/1992, measuring 75 (seventy-five) square metres, 15 (fifteen) square metres, situated at 24 Oak Ridge, Ouhout Avenue, Weltevredenpark Extension 9.

The sale will be held on the conditions to be read out by the auctioneer at the sale and these conditions may be examined at the offices of the Sheriff, 182 Progress Avenue, Lindhaven, Roodepoort, or at the offices of the Plaintiffs/Execution Creditor's attorneys Blakes Incorporated, Sixth Floor, Santambank Centre, 81 Rissik Street, Johannesburg.

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

J. S. de Vos, for Blakes Incorporated, Attorney for Plaintiff/Execution Creditor, Sixth Floor, Santambank Centre, 81 Rissik Street, Johannesburg; P.O. Box 761, Cresta, DX497, Johannesburg. (Tel. 476-5792) (Ref. J. S. de Vos/r/VN0020.)

Case 1482/94

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), Plaintiff, and **Francois Stephanus Jacobus Joubert**, First Defendant, and **Aletta Sophia Joubert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 23 March 1994, the property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00:

Certain: The right, title and interest in the leasehold in respect of Remaining Extent of Erf 1680, Turffontein Township, Registration Division IR, Transvaal, measuring 442 (four hundred and forty-two) square metres, held under Deed of Transfer T7630/1993.

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

A single storey residential building of brick walls corrugated iron roof. Consisting of lounge, kitchen, four bedrooms, bathroom and w.c. Outbuildings consist of a garage, servant's quarter and w.c. The boundary has concrete walls.

The property is situated at 4 Church Road, Turffontein, Johannesburg.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 17,25% (seventeen comma two five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114) (Ref. Mr Johnson.)

Case 6971/94

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

In the matter between **Johannesburg Municipal Second Pension Fund**, Plaintiff, and **Dingindawo David Dlamini**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 5 March 1994 the property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00 at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg.

Certain: The right, title and interest in the leasehold in respect of: Erf 663 Mapetla Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, Held under Deed of Transfer TL18312/1989.

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

A single-storey residential building of brick walls and plastered and corrugated asbestos roof. Consisting of a lounge, dining-room, kitchen, and bedroom. Outbuildings consist of a carport, w.c. and shower. The boundary is fenced.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 15,5% (fifteen comma five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/C.81540.)

Case 58068/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Shaun Pattinson Johnson**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 27 July 1993, the property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00 in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg.

Certain: Erf 1409, Malvern Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, Held by under Deed of Transfer T39648/89, and situated at 227 and 227A St. Frusquin Street, Malvern, Johannesburg.

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

A single-storey dwelling consisting of a lounge, kitchen, pantry, two bedrooms, bathroom and w.c. Outbuildings consist of carport and servant's quarter and w.c. The boundary has brick walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79770.)

Case 88762/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Seton Henry Elsley**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 5 November 1993, the property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00 in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg.

Certain: Erf 105, Berario Township, Registration Division IQ, Transvaal, measuring 1 517 (one thousand five hundred and seventeen) square metres, held under Deed of Transfer T23036/1986, and situated at 255 Louisiana Street, Berario, Johannesburg.

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

A single-storey residential building of brick walls and tiled roof. Consisting of a lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two showers and three w.c.'s. Outbuildings consists of a double car port, servant's quarter and w.c. Other improvements consist of a pool and braai area. The boundary has brick walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N80356.)

Case 30325/93

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

In the matter between **ABSA Bank Limited (United Bank Division)**, Plaintiff, and **Johan van der Berg** (Identity Number 6012265041003, First Defendant, and **Charlotte Fransonetha van der Berg** (Identity Number 6410010153000), 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 182 Progress Avenue, Technikon, Roodepoort on Friday, 17 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Roodepoort prior to the sale.

Erf 2244, Helderkrui Extension 14 Township, Registration Division IQ, Transvaal, being 626 Banket Street, Helderkrui Extension 14, Roodepoort, measuring 1 597 square meters.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on the 9th day of May 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 505024.)

Saak 4914/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Bankorp Beperk**, Eiser, en **J. J. Venter**, Eerste Verweerder, en **P. C. Venter**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 22 Maart 1994, sal die volgende eiendom per publieke veiling op Vrydag, 1 Julie 1994 om 10:00, te Gamtoosstraat 39, Stilfontein, aan die hoogste bieder verkoop word:

Erf 2222, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 880 (agthonderd en tagtig) vierkante meter, gehou kragtes Akte van Transport T36717/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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 Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. **Voorwaardes:** Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is: Andersonstraat, Old Mutualgebou, Eerste Verdieping, Kamer 27, Klerksdorp.

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

G. F. Ackermann, vir Meyer, Van Sittert & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp.

Saak 13346/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Trustbank**, Eiser, en **T. V. Havenga**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 26 Julie 1993, sal die volgende eiendom per publieke veiling op Vrydag, 1 Julie 1994 om 10:00, te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word:

Erf Oranjeweg 9, Randlespark, Klerksdorp, Erf 5, gehou kragtes Akte van Transport T9808/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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 Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. **Voorwaardes:** Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is: Leaskstraat 23, Klerksdorp.

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

G. F. Ackermann, vir Meyer, Van Sittert & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp.

Saak 44274/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Charles Patrick Botha**, Eerste Verweerder, en **Bernita Jooste**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Oos te Strubenstraat 142, Pretoria, op 15 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 2812, geleë in die dorpsgebied Faerie Glen-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 484 (eenduisend vierhonderd vier-en-tagtig) vierkante meter, beter bekend as Messinastraat 470, Faerie Glen-uitbreiding 8, Pretoria, bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis, opwaskamer, twee motorafdakke en stoorkamer (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprijs en afslagselde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

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

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8rkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. Niemann/juf. Stoltz/BE0164.)

Saak 77139/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Matria Mansions**, Eiser, en **mev. L. Bedingfield**, Verweerder

Ingevolge die uitspraak in die Landdroshof, Pretoria, en die lasbrief tot geregtelike verkoping gedateer 16 Februarie 1994, word die ondervermelde eiendom op 21 Junie 1994 om 10:00, te NG-Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop aan die persoon wat die hoogste aanbod maak:

Verbeterings: Een en 'n half slaapkamerwoonstel, badkamer, woon-eet-sitkamer en kombuis.

Eiendom: Eenheid 15, Gedeelte 9 van Erf 2590, groot 67 (sewe-en-sestig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport ST57240/92, beter bekend as Matria Mansions 30, Van Lennepstraat 383, Pretoria.

Vir verdere besonderhede en verkoopvoorwaardes kontak die Geregsbode Pretoria-Sentraal, Posbus 748, Pretoria, 0001.

Geteken te Pretoria op hierdie 9de dag van Mei 1994.

L. F. Smuts, vir Smuts & Smuts, Sesde Verdieping, Permanentegebou, hoek van Banklaan en Pretoriusstraat, Pretoria. (Tel. 324-2864.) (Verw. mev. Lubbe/CB0067.)

Saak 25798/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Patrick Peter Hees**, Eerste Verweerder, en **Anna Johanna Hees**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 15 Junie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Suid, gehou by Strubenstraat 142, Pretoria, aan die hoogste bieder:

Hoewe 44, geleë in Gerardsville-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,3322 (twee komma drie twee twee) hektaar, gehou kragtens Akte van Transport 2824/83, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Hoewe 44, Vierde Street, Gerardsville, Verwoerdburg.

Verbeterings: Woonhuis met staaldak bestaande uit ingangsportaal, sitkamer, kombuis, vier slaapkamers, badkamer met toilet, toilet, twee motorhuise, stoorkamer en draadomheining.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprijs sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 (dertig) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Pretoria-Suid, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Suid, Plot 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburg.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S976/RE.)

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **H. S. Goosen**, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 21 February 1994, the property listed hereunder will be sold in execution on 17 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 1698, Dalpark, Registration Division IR, Transvaal, measuring 788 (seven hundred and eighty-eight) square metres, held by Deed of Transfer T9730/1991.

The property is defined as a residential stand, situated at c/o 12 Kiepersol and 14 Seekoei Streets, Dalpark, Brakpan.

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

Main building: Lounge: One plus dining-room combined. *Bedroom:* One main plus two. *Bathroom:* One. *Kitchen:* One. *Outbuildings: Garage:* One. *Servant's room:* Only one toilet. *Fence:* Diamond mesh. *Building construction: Walls:* Plastered bricks. *Roof:* Tiles.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to 10% (ten per centum) 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 office of the Sheriff of the Magistrate's Court.

Dated at Brakpan on this the 9th day of May 1994.

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

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Alex Frank William Thompson**, First Defendant, and **Susara Elizabeth Jacoba Thompson**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, 3 December 1993, and a warrant of execution dated 9 December 1994, the following will be sold in execution without reserve and to the highest bidder, on Wednesday, 15 June 1994 at 10:00, by the Sheriff at Du Plessis Street, Alberton, namely:

Certain Stand 1876, Mayberry Park Township, Registration Division IR, Transvaal, also known as 71 Delphinium Street, Mayberry Park, Alberton, measuring 880 square metres, held by First National Bank Southern Africa Limited, under Deed of Transfer T7818/1977.

Zoning: Residential.

Special privileges for exemptions: Nil.

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

Main building: Brick walls and with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms and two and a half bathroom. *Outbuildings:* Double garage.

Terms and conditions of sale:

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale unless otherwise agreed by the Execution Creditor and the Sheriff of the Court, and the unpaid balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) per annum to date of payment within 30 (thirty) days be paid or secured by a bank or building society guarantee. Should the Plaintiff be the purchaser no deposit will be paid.

2. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale, may be inspected in the Sheriff's office at Du Plessis Street, Alberton.

Dated at Alberton on this the 9th day of May 1994.

Chris Fourie, 27 Second Avenue, Alberton. (Tel. 907-2880.) (Ref. Fourie/SEC6CF0412.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

Ter uitwinning van vonnis 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 17 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: 20834/93

Vonnisskuldenaar: Akasia Drukkers BK, Eerste Verweerder, **Jacobus Hercules van Deventer**, Tweede Verweerder, **Maria Magdalena van Deventer**, Derde Verweerder, **Johannes Willem van Deventer**, Vierde Verweerder, en **Ronel Barnard**, Vyfde Verweerder.

Eiendom: Hoewe 29, Patryshoek-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar, gehou kragtens Akte van Transport T14264/1993.

Beskrywing: 'n Plot met 'n woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familie-kamer en studeerkamer. 'n Dubbelmotorhuis is omskep in drukkerij en donkerkamer. Onvoltooide rondawel. Die eiendom is toegerus met 'n boorgat en pomp en is met draad omhein.

Verwysing: Mnr. Botha/MB/607/93.

Saak 3249/94

Vonnisskuldenaars: Johan Nicolaas Buitendach, Eerste Verweerder, en **Johanna Christina Gertina Buitendach**, Tweede Verweerder.

Eiendom: Hoewe 6, Bon Accord-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,9588 (twee komma nege vyf agt agt) hektaar, gehou kragtens Akte van Transport T23547/1983.

Beskrywing: Konvensionele dubbelverdieping grasdakwoning bestaande uit vier slaapkamers, kombuis, sitkamer, familie-kamer, twee badkamers, eetkamer, studeerkamer, bediende kwartiere, dubbelmotorhuis, swembad, plaveisel oprit. Die eiendom is omhein met draad en is voorsien van boorgatwater.

Verwysing: Mnr. Botha/MB/26/94.

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 19de dag van Mei 1994.

Coetzee Prokureurs, 15de Verdieping, S.A.L.U.-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/MB.)

KAAP • CAPE

Saak 12126/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaa die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **mnr. Martin Smit**, Verweerder

Ter uitvoering van 'n uitspraak van die Hooggeregshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieb verkoop word op die perseel te Moorreesstraat 10, Malmesbury, in die distrik Malmesbury, op 17 Junie 1994 om 10:00:

Sekere Erf 4895, geleë in die munisipale gebied Malmesbury, afdeling Malmesbury, groot 1 428 vierkante meter, gehou kragtens Transportakte T56219/88.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die Hofreël en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieb verkoop word.

2. **Betaling:** 10% (tien persent) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 17% (sewentien persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is), dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes*: Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hooggeregshof te Beaufort-Wes.

Beskrywing: 'n Fabriek van siersteengebou met kantore. Die kantore is op twee vlakke, die een vlak hoër as die ander een. Daar is 'n ontvangsarea met kantore.

Gedateer te Kaapstad op hierdie 16de dag van Mei 1994.

J. A. Heyns, vir Heyns & Vennote Ing., Eiser se Prokureurs, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.) (Verw. J. H. Heyns/ma/K299.)

Case 2377/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Boland Bank Beperk**, Plaintiff, and **Ivon Harold Weyer**, Defendant

In pursuance of a judgment granted on 15 March 1994 and a writ issued on the strength thereof, the undermentioned immovable properties will be sold in execution on 17 June 1994. The properties will be sold separately in the sequence set out hereunder where they are situated and the sales will be held respectively at 10:00, 10:30 and 11:00.

The properties to be sold are the following, namely:

1. Erf 431, Gonubie, Municipality of Gonubie, Division of East London, in extent 1 776 square metres, situated at 1 Bowers Street, Gonubie, East London.
2. Erf 808, Gonubie, Municipality of Gonubie, Division of East London, in extent 1 011 square metres, situated at 32 Sixteenth Avenue, Gonubie, East London.
3. Portion 44 (a portion of Portion 3) of Farm 799, Division of East London, in extent 16,5837 hectares, situated at Highlands View, Gonubie Road, East London.

The sale will be without reserve by way of public auction and the properties will be sold to the highest bidder for cash subject to the provisions of section 66 (2) of Act No. 32 of 1994, in respect of the third property and the other conditions of sale.

The first property is unimproved. The second property has a partly completed dwelling and outbuildings thereon. The third property has a dwelling and outbuildings thereon. Nothing is however guaranteed and prospective purchasers must acquaint themselves with the situation of the properties and the improvements thereon.

The complete conditions of sale will be read out by the Sheriff at the sale and will in the meantime be available for inspection at his office at 4 Oxford Street, East London, and at the offices of the Plaintiff's attorneys.

Dated at East London this 6th day of May 1994.

Russell Esterhuizen Nel & De Klerk, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Tel. 43-3073.) (Ref. Mr F. Esterhuizen/ew/BB0457.)

Case 5146/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **S. A. Blaauw**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Thursday, 30 June 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 3575, measuring 220 square metres, held by the Execution Debtor under Deed of Transfer T11136/1989 (dated 27 February 1989), popularly known as 4 Wuppertalhof, Westridge, Mitchells Plain.

The property consists of brick dwelling, consisting of approximately three bedrooms, bathroom, kitchen and lounge under an asbestos roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M898.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 24864/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **J. R. Hendricks**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Thursday, 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 118368, measuring 468 square metres, held by the Execution Debtor under Deed of Transfer T43196/1987, dated 10 September 1987, popularly known as 44 Sixth Avenue, Retreat.

The property consists of brick dwelling consisting of approximately three bedrooms, bathroom, kitchen and lounge under tiled roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1488.)

Case 1268/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **C. F. Jansen**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Thursday, 30 June 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 13743, measuring 184 square metres, held by the Execution Debtor under Deed of Transfer T36033/1989, dated 28 June 1989, popularly known as 5 Swordfish, Rocklands, Mitchells Plain.

The property consists of semi-detached brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1359.)

Case 5166/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Ebrahim Abdol**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Thursday, 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 102764, measuring 496 square metres, held by the Execution Debtor under Deed of Transfer T35769/1975, dated 18 November 1975, popularly known as 2 Lanchashire Road, Lansdowne, Wetton.

The property consists of single dwelling consisting of brick walls under zinc roof, lounge, dining-room, three bedrooms, bathroom and w.c. and granny flat.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1334.)

Saak 1855/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Tyaleni Moses Prince**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 11 April 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 358, Ipopeng, Kimberley, geleë in die Ipopeng-dorpsgebied, in die munisipaliteit Galeshewe, administratiewe distrik Kimberley, groot 309 vierkante meter, gehou kragtens Akte van Transport TL1058/1988, ook bekend as Boitumelostraat 417, Ipopeng, Kimberley.

Die verbeterings op die eiendom bestaan uit losstaande huis met drie slaapkamers, kombuis, sitkamer en badkamer, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 14275/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Soraya Davids**, Judgment Debtor

In pursuance of a judgment granted on 26 August 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 22 June 1994 at 10:00, at Wynberg Court-house:

Description: Erf 4475, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 297 (two hundred and ninety-seven) square metres.

Postal address: 6 Palermo Crescent, Strandfontein.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer 70756/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 5th 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.] (Ref. W51324/HVN/Mrs Wolmarans.)

Case 5568/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nicholas Lottering**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 8 June 1993, the following property will be sold on 10 June 1994 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 25733, East London (Buffalo Flats Township Extension 6), Municipality and Division of East London, in extent 429 (four hundred and twenty-nine) square metres, held under T2180/89, known as 32 Elba Circle, Buffalo Flats, East London.

The sale aforesaid will take place, the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof comprising three bedrooms, lounge, dining-room, kitchen and two bathrooms.

Dated at East London on this 6th day of May 1994.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Case 14756/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **George Coetzee**, Judgment Debtor

In pursuance of a judgment granted on 23 December 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 3441, Blue Downs, situated in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 324 (three hundred and twenty-four) square metres.

Postal address: 16 Goldbell Street, Hillcrest, Blue Downs.

Improvements: Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer T16285/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) 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 19.5% (nineteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 4th 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.] (Ref. Z53153/HVN/Mrs Wolmarans.)

Case 16062/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Coenraad Johannes Hendrik Geustyn**, First Judgment Debtor, and **Barry Aletta Wilhelmina Geustyn**, Second Judgment Debtor

In pursuance of a judgment granted on 4 January 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 16 June 1994 at 11:00, at 39 Beaufort Street, Goodwood:

Description: Erf 2982, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 495 (four hundred and ninety-five) square metres.

Postal address: 39 Beaufort Street, Goodwood.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet plus two bedroomed flat.

Held by Deed of Transfer T66357/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 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.] (Ref. Z53124/HVN/Mrs Wolmarans.)

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Nedcor Bank Limited**, versus **Heinrich Ferdinand Kohne**, and **Zelna Madelein Kohne**

In pursuance of a judgment dated 22 April 1994, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 10 June 1994 at 03:00:

1856 Westering in the Municipality and Division of Port Elizabeth, in extent 110 (one hundred and ten) square metres, situated at 8 Landman Road, Westering, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, family room, kitchen, bathroom and double garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges: 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax, are also payable on the date of sale.

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

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 163/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **The Trustees for the time being of the Maranetta Trust**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 22 March 1994, the property listed hereunder, and commonly known as 18 Brink Street, Hout Bay, will be sold in execution at the premises on Monday, 13 June 1994 at 12:00, to the highest bidder:

Remainder Erf 687, Hout Bay, in the Local Area of Hout Bay, Cape Division, in extent 497 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, three toilets and 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 Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N1624.)

Case 1130/91

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Arthur Moos John Golding**, First Defendant, and **Lorna Estelle Golding**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wellington, and writ of execution dated 6 May 1992, the property listed hereunder, and commonly known as 10 Leeubekkie Street, Bellview, Wellington, will be sold in execution at the premises on Monday, 13 June 1994 at 10:00, to the highest bidder:

Erf 8852, Wellington, Municipality of Wellington, Division of Paarl, in extent 284 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, Wellington, 54B Church Street, Wellington. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on 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.755.)

Case 1492/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Cleoprop CC**, First Defendant, and **Cleophas Immanuel Thomas**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 10 March 1994, the property listed hereunder, and commonly known as 36 First Avenue, Rondebosch East, will be sold in execution at the premises on Tuesday, 14 June 1994 at 12:00, to the highest bidder:

Erf 41908, Cape Town, at Crawford, in the Municipality of Cape Town, Cape Division, in extent 496 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built a brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and 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 Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 14th day of June 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/N1637.)

Case 23933/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Donavan Anthony Matthews**, First Defendant, and **Colleen Ann Matthews**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 31 January 1994, the property listed hereunder, and commonly known as 18 Sacramento Crescent, Colorado, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 June 1994 at 10:00 to the highest bidder:

Erf 104, Weltevreden Valley, Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 336 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 14th 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.1616.)

Case 3256/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Randall Allen Petersen**, First Defendant, and **Francis Eileen Petersen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 3 June 1992, the property listed hereunder, and commonly known as 7 Capri Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 June 1994 at 10:00 to the highest bidder:

Erf 44771, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town 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.1089.)

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Delycia Freda du Plessis**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 9 September 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 15 June 1994 at 12:00:

Erf 16412, Bellville, in the Municipality of Bellville, Cape Division, in extent 638 (six hundred and thirty-eight) square metres.

Street address: 79 Sonneblom Street, Stellenberg, Bellville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, one and a half bathroom, w.c. and double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,5% (sixteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2499/93

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Delycia Freda du Plessis**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 21 July 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 15 June 1994 at 11:00:

Erf 1090, Eversdale, in the Municipality of Bellville, Cape Division, in extent 1 079 (one thousand and seventy-nine) square metres.

Street address: 91 Panorama Avenue, Stellenberg, Bellville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Three bedrooms, two bathrooms/shower/toilet, kitchen, dining-room, lounge, scullery, TV-room, study, outside room with toilet and shower, swimming-pool and double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,5% (sixteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 1176/94

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd, formerly S.A. Permanent Building Society), Execution Creditor, and **A. Matanda**, Execution Debtor

In execution of a judgment of the Magistrate's Court, for the District of Uitenhage, dated 25 February 1994 and in pursuance of an attachment in execution dated 8 March 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 9 June 1994 at 11:00, of the following immovable property:

Situated at 19 and 21 Mgibe Street, Kwanobuhle.

Zoned: Residential.

Being Erf 720 (now Erf 2635), Kwanobuhle, situated in the area of the City Council of Kwanobuhle, Division of Uitenhage, in extent 282 square metres; Erf 721 (now Erf 2636), Kwanobuhle, situated in the area of the City Council of Kwanobuhle, Division of Uitenhage, in extent 282 square metres; held by Alfred Natanda, under Certificate of Registered Grant of Leasehold Nos. 720/1 and 721/1 respectively, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, three bedrooms, kitchen, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court, within twenty-one (21) days from date of the sale.

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

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Saak 2822/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Lucas en Lorraine C. Rankala**, Vonnisskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 17 Junie 1994 om 09:00, te Dageraadstraat 52, White City, Saldanha, naamlik:

Erf 1203, Saldanha, geleë in die munisipaliteit van Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 495 vierkante meter, gehou deur Vonnisskuldenaar, kragtens Transportakte T7708/92 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Tweeslaapkamerwoonhuis met sitkamer, kombuis en spits asbesdak met draadomheining.

Veilingvoorwaardes.

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet 3 van 1996, en Wet 36 van 1966.

2. Een-tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

Saak 5216/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Bruce Thomas Jacobs**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof, vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 9 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die Nuwe Geregtelike, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Wes:

Erf 15075, Bethelsdorp, in die munisipaliteit en afdeling van Port Elizabeth, groot 275 vierkante meter, ook bekend as Butterlillyweg 6, Bethelsdorp-uitbreiding 32, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19061.)

Saak 5217/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Roland Ashley Isaacs**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof, vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 16 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Erf 2763, Mount Road, in die munisipaliteit en afdeling van Port Elizabeth, groot 243 vierkante meter, ook bekend as Tottenhamsingel 9, Kensington, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19059.)

Saak 5218/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Terrance Brian Frazenburg**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 9 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Wes:

Erf 9444, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 306 (driehonderd en ses) vierkante meter, ook bekend as Buttonwoodsingel 4, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvenstein Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19057.)

Saak 6174/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Martin Smith**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 22 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid.

Erf 1517, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 640 (seshonderd en veertig) vierkante meter, ook bekend as A. G. Visserstraat 17, Fairview, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19236.)

Saak 7832/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Dawid Lionel Claasen**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 29 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15 by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Landdroshof, Port Elizabeth-Wes.

Erf 9084, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 300 (driehonderd) vierkante meter, ook bekend as Wallflowerstraat 13, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19435.)

Saak 39749/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Cornelius Johannes Victor**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 24 Januarie 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid.

(a) Deelnommer 16, Sonop, soos getoon en vollediger beskryf op Deelplan SS51/1988, in die skema bekend as Sonop, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, munisipaliteit en administratiewe distrik van Port Elizabeth, waarvan die vloeroppervlakte, volgens genoemde Deelplan 56 (ses-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Transportakte ST8631/1993.

Gedateer te Port Elizabeth op hierdie 26ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z17555.)

Saak 29661/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **ABSA Bank Beperk**, Eiser, en **Viljoen du Toit**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusie lasbrief gedateer 11 Maart 1994, sal die ondergemelde eiendom verkoop word op 17 Junie 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Gedeelte 64, van die plaas Little Chelsea 13, Port Elizabeth, groot 4,2827 hektaar, ook bekend as Gedeelte 64, Little Chelsea 13, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 29ste dag van April 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z16027.)

Case 324/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Willy Andrew Wilson** and **Brenda Marshalin Wilson**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 20 June 1994 at 09:00, to the highest bidder:

Erf 2196, Eerste River, in extent 240 square metres, held by T22581/1989, situated at 23 Circle Crescent, Forest Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU0207/104645/gl.)

Case 5443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Deon Vernon Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 20 June 1994 at 09:00, to the highest bidder:

Erf 6374, Kuils River, in extent 593 square metres, held by T48127/1987, situated at 12 Daisy Street, Sarepta, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, en suite shower/toilet and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0508/100533/gl.)

Saak 48657/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Mogamat Ganief Adams**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg en lasbrief vir eksekusie teen goed gedateer 18 Januarie 1994, sal die ondervermelde eiendom op 23 Junie 1994 om 12:00, te Elparkweg 2, Crawford, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 103758, Kaapstad te Athlone, in die munisipaliteit Kaapstad, afdeling Kaap, groot 459 (vierhonderd nege-en-veertig) vierkante meter, gehou kragtens Transportakte T49594/1988.

Bestaande uit: Baksteenmuur met slate dak, sitkamer, kombuis, drie slaapkamers, badkamer, toilet en motorhuis.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van C. Balju vir die Landdroshof te Wynberg nagesien word.

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

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. AR/TP/TG88.)

Case 53215/91

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

Nedcor Bank Limited versus Fayuz Properties CC

The property: Erf 28103, Portion of Erf 28098, Mitchells Plain, in the Municipality of Cape Town, Administrative District of the Cape, in extent 215 square metres, situated at 16 Symphony Walk, Town Centre, Mitchells Plain.

Improvements (not guaranteed): One business premises consisting of one shop floor and two toilets.

Date of sale: 16 June 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 14th day of April 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 20885/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Mongezeleli Lionel Mkosi

The property: All right, title and interest in the leasehold in respect of Erf 211, Guguletu, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope (7 Nokqubela Road, Khayelethu Park, Guguletu), in extent 216 square metres.

Improvements (not guaranteed): Single dwelling asbestos tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and hand basin.

Date of sale: 16 June 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

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.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 44114/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Miss Sharifa Begum Harneker**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 15 June 1994 at 10:00:

Erf 41514, Cape Town at Athlone, in the City of Cape Town, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T21817/87 and situated at 4 Barite Road, Penlyn Estate, Lansdowne, 7780.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, w.c., single garage and pool.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 25th day of April 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP/Z22361.)

Case 1768/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Enoch Mongezi Ngoma**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 February 1994, and a writ of execution dated 18 February 1994, the property listed hereunder will be sold in execution on 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 100, Kwadwesi Extension 2, in the Municipal and Administrative District of Port Elizabeth, measuring 558 (five hundred and fifty-eight) square metres, situated at 100 corner of Mbonyane and Siduli Streets, Kwadwesi, Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under malthoid on board private dwelling with lounge, entrance hall, kitchen, three bedrooms, bathroom with w.c. and shower with w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds, insofar as these are applicable.
2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 15,25% (fifteen comma two five per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 29th day of April 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 1411/94

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

ABSA Bank Limited (trading as Allied Bank) *versus* **Keith Hilton van Boom**

The following property will be sold in execution at the site of the property, 11 Plumer Road, Woodstock, Cape, on Thursday, 23 June 1994 at 10:30, to the highest bidder:

Erf 13979, Cape Town at Woodstock, in extent 101 square metres, held by T70111/1993, situated at 11 Plumer Road, Woodstock, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, two bedrooms 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 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. D4A0032/104234/gl.)

Case 9383/93

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF WYNBERG HELD AT WYNBERG

ABSA Bank Limited (trading as Allied Bank) *versus* **Roy Stuart Davidson**

The following property will be sold in execution at the site of the property, 25 Solyet Court, corner of Lansdowne and 4 Seloos Roads, Claremont, Cape, on Friday, 24 June 1994 at 12:00, to the highest bidder:

A unit consisting of:

- (a) Section 30 as shown and more fully described on Sectional Plan SS232/1988 in the scheme known as Solyet Court, in respect of the land and building or buildings situated at Claremont, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the said sectional plan is seventy-nine (79) 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 by Deed of Transfer ST11167/1992, also known as 25 Solyet Court, corner of Lansdowne and 4 Seloos Roads, Claremont, Cape.

1. The following improvements are reported but not guaranteed:
Section title unit, lounge, kitchen, two bedrooms and bathroom/toilet.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D3U0139/103607/gl.)

Case 23147/91

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

ABSA Bank Limited (trading as United Bank) *versus* **Robin Peter Schell**

The following property will be sold in execution at the site of the property, 6 Scott Street, Gardens, Cape, on Tuesday, 21 June 1994 at 09:30, to the highest bidder:

Remainder of Erf 95745, Cape Town at Gardens, in extent 198 square metres, held by T19107/1991, situated at 6 Scott Street, Gardens, Cape.

1. The following improvements are reported but not guaranteed:
Dwelling: Entrance, lounge, dining-room, kitchen, five bedrooms, five showers/toilets and two toilets.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1138/100356/gl.)

Case 19346/92

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

ABSA Bank Limited (trading as United Bank) *versus* **Monica Martha Simons**

The following property will be sold in execution at the site of the property, 26 Fortress Street, Fackreton, Cape, on Thursday, 23 June 1994 at 12:30, to the highest bidder:

Erf 123225, Cape Town at Maitland, in extent 361 square metres, held by T5307/1990, situated at 26 Fortress Street, Fackreton, Cape.

1. The following improvements are reported but not guaranteed:
Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet. *Flatlet:* Lounge, kitchen, bathroom/toilet, three bedrooms and bathroom/shower.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1073/gl.)

Case 3802/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Edward Bernard Booysen and Nadeema Booysen**

The following property will be sold in execution at the site of the property, 22 York Street, Woodstock, Cape, on Thursday, 23 June 1994 at 11:30, to the highest bidder:

Remainder Erf 11875, Cape Town at Woodstock, in extent 347 square metres, held by T78397/1993, situated at 22 York Street, Woodstock, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, family room, study, kitchen, pantry, laundry, four bedrooms, bathroom, bathroom/shower/toilet, shower/ toilet and 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 Riebeek Street, Cape Town. (Ref. D4U0046/104290/gl.)

Case 9558/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Edwin Charles Schereka and Leynette Margaret Schereka**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 20 June 1994 at 09:00, to the highest bidder:

Erf 8595, Kuils River, in extent 477 square metres, held by T20703/1991, situated at 48 Hattford Street, Highbury, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three 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 Riebeek Street, Cape Town. (Ref. D1U1173/100387/gl.)

Case 9298/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Jonathan Mervin Melvin Meyer and Dorothy Elizabeth Meyer**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 22 June 1994 at 10:00, to the highest bidder:

Erf 36263, Mitchells Plain, in extent 160 square metres, held by T79048/191, situated at 35 Jungfrau Crescent, Tafelsig, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Semi detached dwelling: Lounge, kitchen, three 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. D3U0255/104531/gl.)

Case 12125/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Faried Matthews and Benita Matthews**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 20 June 1994 at 09:00, to the highest bidder:

Erf 3666, Blue Downs, in extent 345 square metres, held by T26669/1993, situated at 38 Delphinium Street, Hillcrest Heights, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three 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. D3U0521/104501/gl.)

Case 2496/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Maria Wilhelmina Visagie**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 20 June 1994 at 09:00, to the highest bidder:

Erf 6858, Blue Downs, in extent 240 square metres, held by T29822/1991, situated at 19 Syrus Gate, High Gate, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, bathroom and 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 19,5% (nineteen comma 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. D4A0092/104500/gl.)

Case 1516/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Felix Petrus Williams and Lea Williams**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 21 June 1994 at 10:00, to the highest bidder:

Erf 16456, Paarl, in extent 405 square metres, held by T54039/1990, situated at 7 Allegro Street, Groenheuwel, Paarl, 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 19% (nineteen 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. D4A0097/104478/gl.)

Case 2571/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **André John Slamet**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 February 1994 and a writ of execution dated 17 February 1994, the property listed hereunder will be sold in execution on 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 992, Theescombe, in the Municipal and Administrative District of Port Elizabeth, measuring 918 (nine hundred and eighteen) square metres, situated at 24 Bernice Street, Kamma Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under asbestos private dwelling with lounge, kitchen, dining-room, two bedrooms, one and a half bathroom and two w.c.s'.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per centum) interest thereon per annum shall be secured within 21 (twenty-one) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th day of May 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 4466/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Sindile Gradwell July**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 25 February 1994 and a writ of execution dated 3 March 1994, the property listed hereunder will be sold in execution on 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 555, Motherwell NU7, in the Municipal and Administrative District of Uitenhage, measuring 216 (two hundred and sixteen) square metres, situated at 72 Mtendwe Street, Motherwell NU7, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private dwelling with lounge, kitchen, two bedrooms, bathroom, w.c. and with fenced boundary.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per centum) interest thereon per annum shall be secured within 21 (twenty-one) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th day of May 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 10444/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Shadrack Njozela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 20 May 1991 and a writ of execution dated 11 June 1991, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 789, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, measuring 301 (three hundred and one) square metres, situated at 16 Mngqabane Street, kwaDwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the Certificates of Registered Grant of Leasehold, in so far as these are applicable.

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,75% (twenty comma seven five per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th day of May 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

Case 12640/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Shadrack Mavikela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 12 July 1991, and a writ of execution dated 19 July 1991, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 1364, Motherwell NU 6 Phase 2, in the Administrative District of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 3 Kwenxura Street, Motherwell NU 6, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the Certificates of Registered Grant of Leasehold, in so far as these are applicable.

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 11th day of May 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.
[Tel. (041) 56-2885.]

Sake 674/93 en 675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk** (Reg. No. 62/00738/06), Vonnisskuldeiser, en **Gert Andries Prins, en Venetia Emmelie Prins**, Vonnisskuldenaars

Neem hiermee kennis dat ter uitvoering van vonnisse gegee deur die Klerk van die Hof te Vanrhynsdorp, die volgende onroerende eiendom per openbare veiling verkoop sal word op Saterdag, 11 Junie 1994 om 10:00, by die eiendom te Erf 79, Vanrhynsdorp (Georgelaan 3), Vanrhynsdorp:

Naamlik 'n konvensioneelgeboude woonhuis met sinkdak, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en motorhuis, bekend as Erf 79, Vanrhynsdorp in die munisipaliteit en afdeling Vanrhynsdorp. *Groot:* 1 131 (een een drie een) vierkante meter, gehou kragtens Transportakte T4889/92, en onderhewig aan die voorwaardes daarin vervat.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal, is betaalbaar by ondertekening van die verkoopvoorwaardes tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, en BTW (indien van toepassing), terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien (14) dae na datum van die veiling.

Vir verdere besonderhede skakel Chris Engelbrecht by Tel. (0271) 3-3024.

Gedateer te Vredendal op hierdie 16de dag van Mei 1994.

Downing & Engelbrecht Afslaers, Waterkantstraat 17; Posbus 419, Vredendal, 8160.

Case 863/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Masterbond Participation Bond Trust Nominees (Pty) Ltd** (under curatorship), Plaintiff, and
Helderberg Hotel (Pty) Limited, Defendant

Be pleased to take notice that Section 27 as shown and more fully described on Sectional Plan SS242/1988 in the building or buildings known as The-Hole-In-The-Wall, situated at Somerset West, in the Municipality of Somerset West, of which the floor area, according to the sectional plan is six hundred and seventy-seven (677) 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 ST242/1988 (27) (Unit) dated 23 November 1988, more commonly known as the property occupied by the Helderberg Hotel in the Main Road, Somerset West, Cape, consisting of a two storey building with brick walls and a corrugated roof. There is a verandah in front of the building with an asbestos roof. The top storey consists of eight guest rooms, office, two store-rooms, staffroom, two showers/toilet combinations and a carpeted hall. The ground floor comprises a reception room, two bars with restaurant facilities, two cloak rooms, paraplegia cloak room, verandah/stoop, scullery, kitchen and store-room, four store-rooms at the back of the building and wendy house, will be sold by public auction on Tuesday, 7 June 1994 at 12:00, at the Helderberg Hotel site in the Main Road, Somerset West, Cape, by the Michael James Organisation (Pty) Limited.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the condition of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act and subject to the confirmation of the Plaintiff within seven days of signature of the conditions of sale.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per centum (10%) of the purchase price immediately and the balance against registration of transfer, in which event 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 out immediately prior to the sale and which may be inspected at the offices of either Michael James Organisation, 63 Victoria Street, Somerset West, or the Sheriff of the Magistrate's Court, 5 Church Street, Somerset West.

Dated at Cape Town this 4th day of May 1994.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Liberty Life Centre, 22 Long Street, Cape Town. (Ref. G. Bellairs/df/M136236.)

Case 12532/93

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

ABSA Bank Limited, trading as Allied Bank, versus **Mrs Vendette Efstratiou**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 15 Royal Avenue, Hout Bay, 7800, on Wednesday, 15 June 1994 at 14:00:

Erf 5021, Hout Bay, in the Local Area of Hout Bay, in extent 1 868 (one thousand eight hundred and sixty-eight) square metres, held by Deed of Transfer T19743/91 and situated at 15 Royal Avenue, Hout Bay, 7800.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, three bedrooms, kitchen, bathroom, w.c. and double precast garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18414.)

Case 3294/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, versus **Miss Esme Una Sparks**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house, for the District of Kuils River, on Monday, 13 June 1994 at 09:00:

Erf 911, Blue Downs, in the Local Area of Blue Downs, in extent 260 (two hundred and sixty) square metres, held by Deed of Transfer T69198/92 and situated at 17 Vincent Way, Tuscany Glen, Blue Downs, 7411.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18261.)

Case 5443/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Magret Mieta Steffenson**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 20 October 1993, the undermentioned property will be sold in execution at the premises on Thursday, 16 June 1994 at 09:15:

Erf 563, Scottsdene, situated in the Local Area of Scottsdene, Division of Stellenbosch, measuring 90 (ninety) square metres and comprising lounge, two bedrooms, bathroom and kitchen, and known as 144 Park Road, Scottsdene.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the Conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the court immediately prior to the sale, may be inspected in his office or at the offices of the Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 6th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 13854/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Ernest Peter Andrews**, First Judgment Debtor, and **Yolanda Andrews**, Second Judgment Debtor

In pursuance of a judgment granted on 11 December 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 5737, Eerste River in the Local Area of Blue Downs, Stellenbosch Division, in extent three hundred and thirty-three (333) square metres.

Postal address: 107 Bobs Way, Eerste River.

Improvements: *Dwelling:* Three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer T62745/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19% (nineteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this the 3rd 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.]

Saak 4080/90

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

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

Ingevolge 'n vonnis van die Landdroshof, Somerset-Wes, gedateer 21 Februarie 1991, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Stellenbergweg 5, Somerset-Wes, per publieke veiling te koop aangebied op 28 Junie 1994 om 11:00:

Erf 5810, Somerset-Wes, ook bekend as Stellenbergweg 5, Somerset-Wes, afdeling Stellenbosch, groot 990 (negehoonderd en negentig) vierkante meter, gehou kragtens Transportakte T72359/88.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof, Somerset-Wes, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 21,25% (een-en-twintig komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnissskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Somerset-Wes, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 2 Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EFN050.)

Saak 281/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. M. van Wyk**, en **V. R. M. van Wyk**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Stellenbosch, gedateer 16 Februarie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Packhamweg 14, Idasvallei, Stellenbosch, per publieke veiling te koop aangebied op 14 Junie 1994 om 10:00:

Erf 11081, Stellenbosch, ook bekend as Packhamweg 14, Idasvallei, Stellenbosch, afdeling Stellenbosch, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte T62725/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof, Stellenbosch, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnissskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Stellenbosch, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN355.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **D. W. Damon**, en **T. L. Damon**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 25 Maart 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Lynette Slot 66, Brentwood Park, Blue Downs, per publieke veiling te koop aangebied op 17 Junie 1994 om 09:00:

Erf 5892, Blue Downs, ook bekend as Lynette Slot 66, Brentwood Park, Blue Downs, afdeling Kaap, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Transportakte T23636/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnissskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN377.)

Case 40168/93

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

ABSA Bank Limited, trading as United Bank *versus* **Marion Sharon de Wet**

The following property will be sold in execution at the site of the property, 109 Montclair, Frere Road, Sea Point, Cape, on Thursday, 23 June 1994 at 09:30, to the highest bidder:

A unit consisting of:

(a) Section 25 as shown and more fully described on Sectional Plan SS12/1982, in the scheme known as Crest, situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is 33 (thirty-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 by Deed of Transfer ST9506/1992, also known as 109 Montclair, Frere Road, Sea Point, Cape.

1. The following improvements are reported but not guaranteed: Sectional Title Unit: Lounge/bedroom, kitchen 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 (fourteen) 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. D3U0667/104615/gl.)

Case 15909/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank**, Plaintiff (Execution Creditor), and **David Christopher Daniels**, First Defendant (First Execution Debtor), and **Monica Ethel Daniels**, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 19 November 1993, a sale in execution will take place on Tuesday, 14 June 1994 at 12:30, at the Kuils River Magistrate's Court, Van Riebeeck Road, Kuils River, of:

Certain Portion 15 (portion of Portion 7) of the farm number 1155 in the Municipality of Kuils River, Cape Division, measuring 500 (five hundred) square metres, held by the Execution Debtor under Deed of Transfer T15363/84.

The property is a single-storey dwelling of brick walls under tiled roof comprised approximately of two bathrooms, three bedrooms, lounge, dining-room, kitchen and garage.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River, who shall be the auctioneer.

Dated at Cape Town on this the 9th day of May 1994.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/lh.)

Case 13597/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Ingrid Ruth Abrahams**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 5 June 1994 at 10:00:

Erf 37005, Mitchells Plain, in the Municipality of Cape Town, Administrative District of the Cape, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T11356/86, situated at 167 Dennegeur Avenue, Strandfontein.

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 office of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated of 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 6th day of May 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8526/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **M. Martin**, Judgment Debtor.

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 30 June 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 18816, measuring 180 square metres.

Held by the Execution Debtor under Deed of Transfer T50345/1988 (dated 1988-08-31) popularly known as 17 Copper Road, Rocklands, Mitchells Plain.

The property consists of one single dwelling, brick walls, under tiled roof consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 215120.) (Ref. Miss R. Simmer:M1507.)

Case 24856/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **K. R. Manter**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 111100, measuring 447 square metres.

Held by the Execution Debtor under Deed of Transfer T47529/1987 (dated 1987-10-06) popularly known as 15 Harmony Way, Hazendal.

The property consists of one single dwelling, brick walls, under tiled roof consisting of three bedrooms, kitchen, lounge, dining-room, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 215120.) (Ref. Miss R. Simmer:M1506.)

Case 1807/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Twenty One Wetton Road Properties CC**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 61184, measuring 612 square metres, held by the Execution Debtor under Deed of Transfer T38883/1990 (dated 1990-07-04), popularly known as 21 Wetton Road, Wetton.

The property consists of single dwelling under tiled roof and brick walls consisting of kitchen, dining-room, lounge, three bedrooms, bathroom, toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1517.)

Case 44061/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **R. J. van Zyl**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 62976, measuring 545 square metres, held by the Execution Debtor under Deed of Transfer T22243/1985 (dated 1985-06-25), popularly known as 36 Morton Street, Kenwyn.

The property consists of single dwelling under asbestos roof and brick walls consisting of lounge, kitchen, three bedrooms, bathroom, toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1325.)

Case 13450/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mrs N. Davids**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 6 December 1993, the following will be sold in execution on 13 June 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 1107 (Portion of Erf 583), Eerste Rivier, 480 (four hundred and eight) square metres, held by Deed of Transfer T14627/1991, situated at 36 Morton Way, Stratford Green, Eerste Rivier.

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, Kuils River.

C & A Friedlander Inc., Third Floor, Readers' Digest House, Strand Street, Cape Town, 8001.

Case 1423/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. B. Beukes**, First Defendant, and **M. Beukes**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 13 June 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 641 (Portion of Erf 495), Blue Downs, 272 (two hundred and seventy-two) square metres, held by Deed of Transfer T2786/1993, situated at 10 Hockenheim Street, Blue Downs, Eerste River.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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, Kuils River.

C & A Friedlander Inc., Third Floor, Readers' Digest House, Strand Street, Cape Town, 8001.

Case 6886/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH

In the matter between **United Bank**, a division of ABSA Bank Limited, Plaintiff, and **Deon Johannes Olivier**, First Defendant, and **Debra-Anne Olivier**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 6 May 1992, and the warrant of execution dated 6 May 1992, the following property will be sold in execution, without reserve, to the highest bidder, on 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1642, Algoa Park, in the Municipality and Division of Port Elizabeth, in extent 670 (six hundred and seventh) square metres, situated at 40 Silver Oak Street, Algoa Park, Port Elizabeth, held under Deed of Transfer T17455/91.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A brick under asbestos dwelling-house consisting of lounge, kitchen, three bedrooms, bathroom/w.c. and carport/w.c.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 4th day of May 1994.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX350.)

Saak 3700/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

Kleinsake-Ontwikkelingskorporasie Beperk versus John William Matthys

Die volgende eiendom sal per openbare veiling in eksekusie verkoop word te Hoofweg 95, Laingville, St Helenabaai op Vrydag, 17 June 1994 om 11:00:

Erf 234, geleë in die munisipaliteit St Helenabaai, Administratiewe distrik Malmesbury, groot 496 vierkante meter, gehou kragtens Transportakte T3134/1982.

Na verneem word is die eiendom verbeter met 'n woonhuis maar geen waarborge word in die verband gegee nie.

Vernaamste voorwaardes van verkoping:

Tien persent (10%) van die koopsom moet betaal word aan die Balju onmiddellik nadat die eiendom toegeslaan is en die balans plus rente teen registrasie van transport. 'n Waarborg deur 'n goedgekeurde bank of bougenootskap vir betaling van die koopsom en rente moet binne 7 dae nadat dit versoek is gelewer word.

Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die ondergetekende en van die Balju vir die Landdroshof, Vredenburg en sal onmiddellik voor die veiling uitgelees word.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoofweg- en Kerkstraat, Vredenburg. [Tel. (02281) 3-2221.] (Ref. L. C. Hofmeyr.)

Case 14954/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Bantubonke Nzimela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 5 June 1992 and a writ of execution dated 16 June 1992, the right of leasehold in and to the property listed hereunder will be sold in execution Friday, on 10 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 379, Motherwell NU5 Phase 1, in the Administrative District of Uitenhage, measuring 300 (three hundred) square metres, situated at 35 Echola Street, Motherwell NU5, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tiled private detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the Certificates of Registered Grant of Leasehold, in so far as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty per centum) interest thereon per annum shall be secured within 21 (twenty-one) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th day of May 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 1781/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Basil Robert Herbst**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 44 Wellington Street, George, on Friday, 24 June 1994 at 14:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 36A Wellington Street, George.

Remainder Erf 974, George, in the Municipality and Division of George, in extent 1 288 square metres and situated at 44 Wellington Street, George.

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

A 151 square meter main dwelling consisting of a lounge/dining-room, kitchen, pantry, three bedrooms, bathroom with water closet, study and a 34 square metres, outbuilding consisting of a garage, servant's quarters and toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town this 9th 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/R181/4200.)

Case 3841/94
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IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Botcho Ianakiev Roussev**, First Defendant, and **Bonka Zlateva Rousseva**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at E6 Green Oaks, St. Quinton Road, Oranjezicht, on Tuesday, 5 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town.

(a) Section 43, as shown and more fully described on Sectional Plan SS134/1984, in the scheme known as Green Oaks in respect of the land and building or buildings situated at Oranjezicht, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 70 (seventy) 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; and situated at E6 Green Oaks, St. Quinton Road, Oranjezicht.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 70 square metres main dwelling consisting of an entrance hall, living room, two bedrooms, bathroom and water closet and a kitchen.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 13th day of May 1994.

W. D. Inglis, for Williams Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/S1706/4332.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Gert Hendrik Etzebeth**, First Defendant, and **Sylvia Chalotte Snyman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 19 Kloof Street, St. Duma, Kuilsriver, on Monday, 27 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville.

Erf 4974, Kuils River, situated in the Municipality of Kuils River, District of Stellenbosch, in extent 825 square metres, and situated at 19 Kloof Street, St. Duma, Kuils River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 200 square metre main dwelling consisting of entrance hall, lounge, dining-room, family room, study, kitchen, four bedrooms, water closet, bathroom with water closet, water closet with shower and a 21 square metre outbuilding consisting of a garage and carport.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 11th 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/S1238/3375.)

Case 5367/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **W. C. Simpson**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 30 June 1994 at 10:00, viz:

Certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 62211, measuring 420 square metres, held by the Execution Debtor under Deed of Transfer T20132/1978 (dated 1978-08-18) popularly known as 55 Quick Road, Lansdowne.

The property consists of brick dwelling under asbestos roof consisting of lounge, kitchen, two bedrooms, bathroom/w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1524.)

Saak 351/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuld-eiser, en **Fred Gordon Delpert**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare hof gedateer 20 September 1993 en daaropvolgende lasbrief vir eksekusie gedateer 20 September 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 15 Junie 1994 om 10:00, te Outeniquastraat 5, George:

Erf 4976, George, in die munisipaliteit en afdeling George, groot 794 (sewehonderd vier-en-negentig) vierkante meter, geleë te Outeniquastraat 5, George, en bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer, toilet, dubbel garage, buitekamer met halwe badkamer en toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daarunder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

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 Channon 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 10107/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **N. T. Cottle**, First Execution Debtor, and **T. C. Cottle**, Second Execution Debtor

The following property will be sold in execution on Thursday, 10 June 1994 at 09:15 to the highest bidder at 5 York Crescent, Malibu Village, Blue Downs, namely:

Erf 3263, Blue Downs, in the Lower Kuils River 1 Local Area, Division of Stellenbosch, also known as 5 York Crescent, Malibu Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with two bedrooms, bathroom, toilet, lounge and kitchen.

3. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18% (eighteen comma nil per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

Dated at Bellville on this 9th day of May 1994.

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. C. L. Pinheiro/mm/1506.50927.)

Case 6479/92

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 **M. D. Heshu**, First Execution Debtor, and **L. N. Heshu**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 14 October 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:

233 Mondile Street, kwaNobuhle, zoned Residential, being Erf 938 (now Erf 2853), kwaNobuhle, situated in the Area of the City Council of kwaNobuhle, Division of Uitenhage, in extent 275 square metres, held by Mkhanyisi David Heshu and Lorraine Nanzwe Heshu, under Certificate of Registered Grant of Leasehold TL263/90, 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 centum) of the purchase price and 4% (four per centum) Sheriff's (auctioneer's) charges in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Dated at Uitenhage this 2nd day of May 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 2048/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Kader James**, Execution Debtor

The following property will be sold in execution on Thursday, 30 June 1994 at 10:00, to the highest bidder at 18 Victoria Road, Tuscany Glen, Blue Downs, namely:

Erf 264, Blue Downs, situated in Lower Kuilsriver 1, Local Division of Stellenbosch, also known as 18 Victoria Road, Tuscany Glen, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Brick building with tiled roof, three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 21,25% (twenty-one comma two five per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville/Kuils River.

Dated at Bellville on this 9th day of May 1994.

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. C. L. Pinheiro/mm/1506/51171.)

Saak 167/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **N.B.S. Bank Limited** (voorheen Natal Building Society Limited), *versus* **Stephanus Frederik Johannes Herbst en Rihannah Herbst**

Die volgende eiendom sal per openbare veiling in eksekusie verkoop word te Boogstraat 3, Vredenburg, op 17 Junie 1994 om 09:30:

Erf 2172, Vredenburg, geleë in die Munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 1 158 vierkante meter, gehou kragtens Transportakte T64005/1990. Na verneem word is die eiendom verbeter met 'n woonhuis maar geen waarborge word in dié verband gegee nie.

Vernaamste voorwaardes van verkoping: Tien persent (10%) van die koopsom moet betaal word aan die Balju onmiddellik nadat die eiendom toegeslaan is en die balans plus rente teen registrasie van transport. 'n Waarborg deur 'n goedgekeurde bank- of bougenootskap vir betaling van die koopsom en rente moet binne 7 dae nadat dit versoek is gelewer word.

Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die ondergetekende en van die Balju vir die Landdroshof, Vredenburg, en sal onmiddellik voor die veiling uitgelees word.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoofweg en Kerkstraat, Vredenburg. [Tel. (02281) 3-2221.] (Verw. L. C. Hofmeyr.)

Case 6354/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Albert Hendrik Jan Meerburg**, First Defendant, and **Sonja Meerburg**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 24 March 1994, the property listed hereunder, and commonly known as 6 Winton Court, Bancroft Street, Rugby, will be sold in execution at the premises on Thursday, 16 June 1994 at 12:30, to the highest bidder:

1.1. (a) Section 6, as shown and more fully described on Sectional Plan SS195/1982, in the scheme known as Winton Court in the land and building or buildings situate at Rugby, in the City of Cape Town, on which the floor area, according to the said sectional plan is 79 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; and

1.2 (a) Section 20, as shown and more fully described on Sectional Plan SS195/1982, in the scheme known as Winton Court in the land and building or buildings situate at Rugby, in the City of Cape Town of which the floor area, according to the said sectional plan is 18 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.

Which units are held by Deed of Transfer Title ST5770/1992 dated 11 May 1993.

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

Flat built of brick, comprising two bedrooms, lounge, kitchen, bathroom, toilet 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 Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. 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, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1667.)

NATAL

Case 7347/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zodwa Maureen Sosibo**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 22 April 1994, the immovable property listed hereunder will be sold in execution on Friday, 10 June 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Site 1595 (Unit BB) in Township Edendale East, District of Pietermaritzburg, in extent 286 square metres, situated at Lot 1595, Edendale, Pietermaritzburg, held by Defendant under Deed of Grant 00013200.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile roof, comprising of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 9th day of May 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3015/94.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. S. Dube**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 April 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 June 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E1733, Ezakheni, in extent 469 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01443/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, and outbuildings, w.c. and shower.

Extent: 469 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 14 June 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserve for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of May 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF420.)

Case 61/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. M. Nzimande**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 June 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2477, Ezakheni, in extent 188 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G09710/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 188 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 14 June 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserve for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of May 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF449.)

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

In the matter between **Total South Africa (Proprietary) Limited**, Plaintiff, and **Bisogno, Giovanni**, 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 front entrance of the Magistrate's Court, Verulam, Moss Street, Verulam, on Friday, 24 June 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the Magistrate's Court, Moss Street, Verulam, prior to the sale:

Certain Erf 329, Umhlanga Rocks Extension 6, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, measuring 1 403 (one thousand four hundred and three) square metres, held under virtue of Deed of Transfer T14150/1984, situated at 8 Weaver Crescent, Umhlanga Rocks, Natal.

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

Brick under tiled roof dwelling, comprising three bedrooms, lounge, dining-room, kitchen, two toilet and bathroom, double garage, store-room, servants' quarters with toilet and shower, swimming-pool with pool deck and thatched roof covering.

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 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 11th day of May 1994.

Jack i. Cohen, Plaintiff's Attorneys, 318 Louis Botha Avenue, P.O. Box 46227, Orange Grove. (Tel. 640-3185.) (Ref. J. I. Cohen/fc/T605.)

Case 268/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **First National Bank Limited**, Execution Creditor, and **Johannes Hendrik Werner**, First Execution Debtor, and **Cheryl Magdalene Werner**, Second Execution Debtor

In pursuance of a judgment granted on 2 March 1994 in the Magistrate's Court of the District of Lower Tugela, held at Stanger and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday 24 June 1994 at 10:00 at the front of the Magistrate's Court Building, Couper Street, Stanger.

Description: A certain unit being:

(a) Section 3 as shown and more fully described on Sectional Plan SS258/1988 in the scheme known as Mini Villas, in respect of the land and building or buildings situate at Blythedale Beach of which section the floor area according to the said Sectional Plan is thirty (30) 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 ST15365/1992.

Physical address: 3 Mini Villas, Blythedale.

Improvements: Brick and asbestos dwelling consisting of: Kitchen, lounge and bathroom-all combined. Improvements done to the best of the ability of deputy sheriff nothing is guaranteed.

Town planning: Zoning: General Residential.

Material conditions:

1. The sale shall be subject to the Magistrate's Court Act No. 32 of 1944 (as amended) and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the Auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of (16%) sixteen per cent per annum to the Execution Creditor from the date of sale to the date of registration and transfer.
5. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said Attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of Court, Stanger and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 29th day of April 1994.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/F.262/Colls.)

Case 937/94

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 **Wilfred Mehlo Gcaba**, First Execution Debtor, and **Lynnette Lindiwe Gcaba**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 21 March 1994, the property listed hereunder will be sold in execution on 17 June 1994 at 10:00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Unit P252 of Site 63 (a portion of Site 35) in the Township of Kwa Mashu-P, in the District of Ntuzuma, in extent one hundred and sixty (160) square metres, represented on General Plan PB452/1988.

Postal address: Unit P252, Kwa Mashu-P 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., fencing and pergola.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 13th day of May 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/240.)

Case 1996/94

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 **Fano Sibusiso Norman Ndlovu**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 25 March 1994, the property listed hereunder will be sold in Execution on 17 June 1994 at 10:00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P242 of Site 63 (a portion of Site 35) in the Township of Kwa Mashu-P, in the District of Ntuzuma, in extent one hundred and fifty (150) square metres, represented on General Plan PB452/1988.

Postal address: Unit P242, Kwa Mashu-P 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, two bedrooms, bathroom, w.c. Fencing and paving.

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 13th day of May 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/264.)

Case 14545/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ezrom Vumaliphi Sokhela**, Defendant

In pursuance of judgment granted on 19 January 1994 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 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 A6594, in extent 270 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000259/92.

Physical address: Ownership Unit A6594, KwaNdengezi Township.

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 Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21547/MM.)

Case 1252/90

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mkhipheni Robert Nene**, Defendant

In pursuance of judgment granted on 5 July 1991 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 June 1994 at 10:00, the main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit D324, in extent 414 square metres, situated in the Township of Umlazi, represented and described on General Plan BA17/1966, held by virtue of Deed of Grant 5350/146.

Physical address: Ownership Unit D324, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick and asbestos dwelling (108 m²) comprising of kitchen, lounge, dining-room, three bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31171/MM.)

Case 1040/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Dudu Elizabeth Zulu**, Defendant

In pursuance of judgment granted on 24 August 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 June 1994 at 10:00, the main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit AA580, in extent 502 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant G000787/89.

Physical address: Ownership Unit AA580, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and asbestos dwelling (71 m²) comprising of kitchen, lounge, four bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05799/MM.)

Case 23175/93

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

In the matter between **City Treasurer Pietermaritzburg**, Execution Creditor, and **Leslie Norman Petersen**, First Execution Debtor, and **Doris Judith Petersen**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg and a warrant of execution numbered 23175/93 issued thereon, dated 12 October 1993, the immovable property listed hereunder will be sold in execution on 1 July 1994 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the auctioneer at the sale, namely:

Subdivision 345 (of 307) of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, and in the Administrative District of Natal, in extent 267 (two hundred and sixty-seven) square metres.

The following information is furnished but not guaranteed:

1. The property is a Residential property;
2. the property is situated at 34 Peach Road, Pietermaritzburg;
3. the property has no improvements to the main dwelling;
4. the main dwelling consists of a living room, kitchen which are constructed from concrete block under corrugated asbestos roof;
5. the area of the buildings are, main building 23,43 m² and the outbuilding is 1,99 m²;
6. the detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg this 10th day of May 1994.

Bale Buchanan, Plaintiff's Attorneys, B. J. Wilkes, 131 Pietermaritz Street, Pietermaritzburg.

Case 23130/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Aubrey Steven Henry Pienaar**, First Defendant, and **Gloria Velthie Pienaar**, Second Defendant

In pursuance of a judgment granted on 14 December 1993 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 June 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS135/90, in the building or buildings known as Tibouchina Park, situated at Durban, in the Local Authority of Durban of which the floor area, according to the said sectional plan, is 117 square metres in extent, and

(b) an undivided share in the common property in the land and building or buildings as shown more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST13613/92.

Physical address: Unit 1, Tibouchina Park, 280 Effingham Road, Durban.

Improvements: Double storey brick under tile dwelling comprising:

Upstairs: Three bedrooms (main en suit with built-in cupboards), bathroom and toilet.

Downstairs: Lounge and dining-room combined, kitchen with fitted cupboards and single garage (lock-up) (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 17,50% (seventeen comma five nought 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 North or at the offices of Strauss Daly Inc.

Dated at Durban this 5th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z14508/OE.)

Case 19161/93

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

In the matter between **G. J. Coertze**, Plaintiff, and **Mandla Welcome Luthuli**, Defendant

In pursuance of a judgment granted on 23 April 1993 in the Magistrate's Court, Durban, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 June 1994 at 14:00, to take place in front of the Magistrate's Court, Somsteu Road, Durban:

Description: A certain piece of land being Section 4, as shown and more fully described on Sectional Plan 342/1984, in the building or scheme known as Premier Court, situated at Durban of which the floor area, according to the said Sectional Plan is 45 square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

Postal address: Flat 101, Premier Court, 200/202 Umbilo Road, Durban.

Improvements: Bachelor flat consisting of one lounge, cum dining-room, kitchen, toilet/bathroom and enclosed balcony (converted bedroom).

Nothing is guaranteed in these respects and is sold voetstoots.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall pay interest at the rate presently charged by the bondholder First National Bank of S.A. Ltd from the date of sale to date of transfer.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, or at the office of Meumann and White.

Meumann and White, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. GP/012416/C294/KG.)

Case 827/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nokwenzani Roseline Meynde**, Defendant

In pursuance of a judgment granted on 6 October 1992, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 8 June 1994 at 10:00, in front of the main south entrance of the Umlazi Magistrate's Court under the National and KwaZulu flag, to the highest bidder:

Description: Ownership Unit No. N513, situated in the Umlazi Township, District of Umlazi, held by Deed of Grant G770/168.

Postal address: Being Unit N513, Umlazi Township, Natal.

Improvements: One double storey brick under tile dwelling comprising of entrance hall, lounge, dining-room, kitchen, six bedrooms and two bathrooms with toilets and showers. The outbuildings comprise double garage, two servant's rooms and two toilets.

Zoning: Special residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and 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 Court Messenger within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 20% (twenty per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

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 Magistrate's Court, Umlazi.

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

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5456/S. L. Mayes.)

Case 1824/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Hayden Brett Dunn**, First Defendant, and **Michelle Lorna Dunn**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at Sheriff's Office, 5 Court-yard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 129 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, held by the Defendant under Deed of Transfer T27556/89.

The following information is given but not guaranteed:

1. The property is situated at 3 Planetree Road, Woodlands, Pietermaritzburg.
2. There is a double-storey dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms as well as three bathrooms plus placing space for six vehicles and a swimming-pool.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve price of R7 500.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

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

J. Von Kemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 1825/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Lloyd Nolan de Lange**, First Defendant, and **Heather Veronica de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Court-yard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 130 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, held by the Defendant under Deed of Transfer T25660/89.

The following information is given but not guaranteed:

1. The property is a residential property situated at 17 Spruce Road, Woodlands, Pietermaritzburg.
2. There is a double-storey dwelling comprising of entrance hall, lounge, dining-room, fitted kitchen, four bedrooms, three bathrooms, garaging for six vehicles and swimming-pool.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R10 000.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

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

J. Von Kemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 1826/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Errol Stanley de Lange**, First Defendant, and **Sheila de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Remainder of Subdivision 2 of Lot 2141, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 541 square metres, held by the Defendants under Deed of Transfer T27557/89.

The following information is given but not guaranteed:

1. The property is a Residential property situated at 413 Boom Street, Pietermaritzburg.
2. There is a single storey dwelling comprising lounge, kitchen, dining-room, three bedrooms, bathroom and toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R2 000.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 26th day of April 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorney, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/007.)

Case 178/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

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

In pursuance of a judgment in the above Honourable Court dated 14 February 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution at the Sheriff's of the Supreme Court's Office, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 2510 of 2429 of Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 496 square metres, held by the Defendant under Deed of Transfer T6719/1992.

The following information is given but not guaranteed:

1. The property is situated at 35 Gladiola Road, Pietermaritzburg.
2. There is a plastered brick IBR comprising lounge, three bedrooms, kitchen, bathroom/toilet, store-room, servants toilet and shower.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve price of R3 000.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 26th day of April 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorney, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 1823/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Kevin Claude de Lange**, First Defendant, and **Debra Georgina de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 119 (of 113) of Lot 451, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 658 square metres, held by the Defendants under Deed of Transfer T27555/89.

The following information is given but not guaranteed:

1. The property is a Residential property situated at 5 Salter Place, Woodlands, Pietermaritzburg.
2. There is a double-storey dwelling comprising entrance hall, lounge, dining-room, three bedrooms, two bathrooms (mes), family room, separate toilet, double garage, swimming-pool and braai area.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R6 000.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 26th day of April 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorney, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/002.)

Case 3217/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corporate of Dumela Holiday Flats**, Execution Creditor, and **S. P. Nel**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 3 February 1994, the following immovable properties will be sold in execution on 17 June 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Two fiftieth shares in Section 38 as shown and more fully described on Sectional Plan SS52/1978 in the scheme known as Dumela Holiday Flats in respect of the land and building or buildings situated at Margate of which section the floor area according to the said sectional plan is ninety (90) square metres.

The following information is furnished regarding the properties, but is not guaranteed: The properties are situated at Unit 38, Dumela Holiday Flats, Margate.

Upon the property is: Section 38 flat consisting of bedroom with bathroom en suite, bedroom, bathroom, open plan lounge, kitchen and dining-room, under cover parking and balcony.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 25th day of April 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Saak 142/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusiekuldeiser, en **Pudumo Lucas Sepenyane**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 8 April 1994, sal die ondervermelde eiendom op 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D7102, 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, Scottstraat, Newcastle.

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

In the matter between **Allied Building Society**, Plaintiff, and **Jongilanga William Ngwane and Priscilla Mthembu**, Defendant

In pursuance of a judgment granted on 4 July 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Durban, Magistrate's Court, Somtseu Road Entrance, Durban, on Thursday, 16 June 1994 at 10:00:

Description: Lot 2444, Lamontville, Administrative District of Natal, in extent 494 (four hundred and ninety-four) square metres.

Postal address: 5545 Impala Street, Lamontville.

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

Town-planning zone:

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 20,75% (twenty comma seven five per cent) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff of the Court at 101 Lejaton Building, 40 St Georges Street, Magistrate's Court, Somtseu Road Entrance, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installations Certificate of Compliance issued under the Regulation in terms of the Occupational Health and Safety Act of 1933. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this 21st day of April 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti, c/o Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

Saak 2800/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Ntsiki Irene Zwane**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 30 Maart 1994, sal die ondervermelde eiendom op 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik: Sekere Unit F2230, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 21ste dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

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

In the matter between **United Bank Ltd**, 86/04794/06, Execution Creditor, and **Colin Singh N/O**, Execution Debtor

In pursuance of a judgment granted on 19 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 28 June 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Lot 60, Burlington Heights, situated in the Development Area of Shallcross, County of Durban, Province of Natal, in extent nine hundred and forty (940) square metres, now known as Lot 60, Burlington Heights, situated in the Development Area of Shallcross, Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred and forty (940) square metres.

Postal address: 26 Midmar Road, Burlington Heights.

Improvements: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, family room, TV-room, kitchen, prayer room, toilet, four bedrooms, two bathrooms and toilet, attach room.

Outside building: Double garage, store-room, two rooms, bathroom, toilet and pool.

Town-planning zoning: Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, 4012, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Reg. CMK/U045/001187/Mrs Chelin.)

Case 12721/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tharmanasen Narainsamy Govender**, First Defendant, married in community of property to **Mogambal Govender**, Second Defendant

In pursuance of a judgment granted on 14 April 1992, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 27 May 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 5421, Verulam Extension 44, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent (1 067) square metres, postal address 22 Knightsbridge Road, Parkgate, Ottawa.

Improvements: Brick under tile dwelling comprising of two bedrooms, lounge, kitchen, dining-room, toilet and bath.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 20th day of April 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Saak 979/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Natale Provinsiale Afdeling)

In die saak tussen **Die Stadsraad van die Munisipaliteit Newcastle**, Eiser, en **Miranda Bouers (Edms.) Bpk.**, Verweerder

Ingevolge uitspraak in die Natale Provinsiale Afdeling van die Hooggeregshof van Suid-Afrika gedateer 21 April 1993, en lasbrief vir eksekusie sal die hieronder gemelde eiendom op 17 Junie 1994 om 10:00, voor die Landdroshof, Newcastle, aan die hoogste bieder verkoop word, naamlik:

Erf 463, Newcastle, geleë te Scottstraat, Newcastle.

Verbeterings: Bogenoemde eiendom is verbeter deur die oprigting van 'n groot pakhuis gebou daarop.

Voorwaardes van verkoop:

(a) Die eiendom sal sonder voorbehoud aan die hoogste bieder verkoop word en sal onderhewig wees aan die verkoopvoorwaardes en bedinge van die Hooggeregshofwet en reëls daarkragtens uitgevaardig en van die titelakte vir sover dit van toepassing is.

(b) Die verkoping is onderhewig aan bekragtiging deur die prokureurs vir die Eiser.

(c) Die koopsom moet as volg betaal word:

(i) Tien persent (10%) van die koopprys in kontant op die dag van die verkoping.

(ii) Die balans tesame met rente daarop teen 'n koers van 18% (agtien persent) vanaf die datum van die verkoping tot datum van betaling sal betaalbaar wees of andersins gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg binne 14 dae na die datum van verkoping.

Die volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Hooggeregshof van Newcastle uitgelees sal word lê ter insae by die kantoor van die Balju van die Hooggeregshof van Newcastle, Tweede Verdieping, Volkskasgebou, Voortrekkerstraat, Newcastle, alwaar dit gedurende normale kantoorure beskikbaar is vir inspeksie.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Saak 779/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Narisi Samuel 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 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit A2438, 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 15de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1636/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Tholakele Winnie Makhathini**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 29 Maart 1994, sal die ondervermelde eiendom op 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit C3320, 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, Scottstraat, Newcastle.

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser en **Norman Mzimkhulu Vilakazi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Maart 1994, sal die ondervermelde eiendom op 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 7037, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 13de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2643/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser en **July Petros Nkosi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Maart 1994, sal die ondervermelde eiendom op 15 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 1220, Unit D, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 13de dag van April 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 28/93

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

In die saak tussen **Die Stadsraad van die Munisipaliteit Newcastle**, Eiser, en **Enid Trust (Edms.) Bpk.**, Verweerder

Ingevolge uitspraak in die Natale Provinsiale Afdeling van die Hooggeregshof van Suid-Afrika gedateer 1 Maart 1993, en lasbrief vir eksekusie gedateer 11 Maart 1994, sal die hieronder gemelde eiendom op 17 Junie 1994 om 10:00, voor die Landdroshof, Newcastle, aan die hoogste bieder verkoop word, naamlik:

Erf 10507, Newcastle-uitbreiding 43.

Verbeterings: Hierdie eiendom is onverbeterd.

Voorwaardes van verkoop:

(a) Die eiendom sal sonder voorbehoud aan die hoogste bieder verkoop word en sal onderhewig wees aan die verkoopvoorwaardes en bedinge van die Hooggeregshofwet en reëls daarkragtens uitgevaardig en van die titelakte vir sover dit van toepassing is.

(b) Die verkoping is onderhewig aan bekragtiging deur die prokureurs vir die Eiser.

(c) Die koopsom moet as volg betaal word—

(i) Tien persent (10%) van die koopprijs in kontant op die dag van die verkoping.

(ii) Die balans tesame met rente daarop teen 'n koers van 18% (agtien persent) vanaf datum van die verkoping tot datum van betaling sal betaalbaar wees of andersins gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 dae na die datum van verkoping.

Die volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Hooggeregshof van Newcastle uitgelees sal word lê ter insae by die kantoor van die Balju van die Hooggeregshof van Newcastle, Tweede Verdieping, Volkskasgebou, Voortrekkerstraat, Newcastle, al waar dit gedurende normale kantoorure beskikbaar is vir inspeksie.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Norman Robert Straw**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 10 June 1994 at 10:15, at the offices of the Sheriff, 12 Campbell Road, Howick, to the highest bidder for cash, without reserve:

Subdivision 1 of Lot 205, Merrivale Extension 1, situated in the Borough of Howick, Administrative District of Natal, in extent two thousand and seventy-one (2 071) square metres, held under Deed of Transfer T4407/1987.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 30 Vear Road, Merrivale, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 2nd day of May 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 227.)

Case 7182/94

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as United Bank, Plaintiff, and **Carol Dale Nicholls**, First Defendant, and **Walter Arthur Nicholls**, Second Defendant

In pursuance of a judgment granted on 23 March 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1994 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Sub 1 of Lot 384, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 010 (one thousand and ten) square metres, held under Deed of Transfer T5043/1982, street address 96 Girvan Avenue, Durban North.

Improvements: A brick and tile dwelling comprising three bedrooms, lounge, toilet, toilet/shower/bathroom and kitchen. Outside: Double garage, pool, granny flat and toilet, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in form acceptable to the Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall be provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff, at the time of the sale on the amount Plaintiff's claim from date of the sale, and in the event of there being any other preferent Creditor (bondholder), then the interest payable upon such preferent Creditors claim, until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

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

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22822/JR.)

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

In the matter between **ABSA Bank Limited**, No. 86/04974/06, trading as United Bank, Plaintiff, and **Charmyne Jeanetta Sanan**, First Defendant, **Elsa Petro Slabbert**, Second Defendant

In pursuance of a judgment granted on 22 March 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1994 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban.

Domtseu Road, Durban.

Description: Sub 3 (of 2) of Lot 693, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 006 (one thousand and six) square metres, held under Deed of Transfer T12367/1989, street address 186 Clarendon Road, Red Hill, Durban.

Improvements: A brick and tile dwelling comprising of three bedrooms, lounge, kitchen, toilet, bathroom and laundry. Outside: Garage, servant's room and toilet/shower, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale, and in the event of there being any other preferent Creditor (bondholder), the the interest payable upon such preferent creditors claim, until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

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

at Durban on this the 3rd day of May 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23239/JR.)

Case 348/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mbaweni Beauty Manqele**, Defendant

In pursuance of judgment granted on 30 June 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 June 1994 at 10:00, the main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being ownership Unit N670, in extent 348 square metres, situated in the Township of Umlazi, represented and described on General Plan PB30/1968, held by virtue of Deed of Grant G5979/91, physical address, Ownership Unit N670, Umlazi.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey brick/plaster and asbestos dwelling of 55 square metres, comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal Electricity, Water Supply and Sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum, to the Plaintiff, from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 9th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13101/MM.)

Case 9434/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Thembele Lewis Skweyiya**, Defendant

In pursuance of judgment granted on 28 April 1992, in the Pinetown Magistrate's Court, under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 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 Lot 3518, in extent 872 square metres, situated in the Township of Clermont, held by virtue of Deed of Transfer T19268/1973, physical address Lot 3518, Clermont Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A double storey brick and tile dwelling 223 square metres, comprising kitchen, laundry, dining-room, lounge, study, five bedrooms, three bathrooms, four w.c.'s, a verandah of 49 square metres and a double garage of 43 square metres. Municipal Electricity, Water Supply and Sanitation: Local Authority. Improvements: Fencing: P/C concrete/brick, driveway, paving and wing walls.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per cent) per annum, to the Plaintiff, from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is guaranteed.

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

Dated at Durban on this the 11th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78499/MM.)

Case 14551/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Francisca Nonsikelelo Xaba**, Defendant

In pursuance of judgment granted on 25 January 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 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 A6548, in extent 207 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G213/92.

Physical address: Ownership Unit A6548, kwaNdengezi Township.

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 payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 11th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21557/MM.)

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Vonnisskuldeiser, en **Van Aswegen, Johan (Adv)**, Vonnissuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak op 30 November 1993, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Port Shepstone op Vrydag, 24 Junie 1994 om 10:00, en te die kantore van Landdros, Port Shepstone, geregtelik verkoop, sonder 'n reserwe prys:

Sekere: Lot 767, Bournemouthlaan, Leisure Bay-uitbreiding 1, geleë in die Munster Gesondheidskomitee gebied en in die Laer Suidkus Watervoorsieningskomitee gebied, administratiewe distrik Natal, groot 1 063 vierkante meter, gehou ingevolge Akte van Transporte T95/1979 en T14902/85.

Die eiendom is geleë te Lot 676, Bournemouthlaan, Leisure Bay, en is 'n kelderverdiening woonstel met 'n kamer plus toilet, wasbak en stort. **Boonste vlak:** Sitkamer, drie slaapkamers, badkamer met bad, stort, wasbak en toilet, kombuis, eetkamer, opwasplek met houtbedekte vloere en veranda, voorkant veranda met ingeboude braaiplek. **Buitegebou:** Woonstel onder baksteen en teël bestaande uit 'n kamer, toilet en wasbak, stort, bediendekamer, toilet en stort.

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 per sentum) van die koopprys.

1.2 Afslaersgelde ten bedrae van 5% (vyf per sentum) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en 3% (drie per sentum) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R6 000 (sesduisend rand), met 'n minimum bedrag afslaersgelde van R100 (eenhonderd 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, voor en ten tyde van die verkoping, te die Landdros van Port Shepstone, of by die perseel van die prokureurs vir die Vonnisskuldeiser, Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 9de dag van Mei 1994.

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/es/DD.)

Case 329/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and
John Charles Edward Bishop, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 6 May 1993, the following immovable property will be sold in execution on 17 June 1994 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 13 (a subdivision of 5) of Lot 34, Umtamvuna 13891, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 8,0506 hectares.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Subdivision 13 (a subdivision of 5) of Lot 34, Umtamvuna 13891.

Upon the property is dwelling under brick and tile consisting of lounge, dining-room, kitchen, scullery, office, toilet, shower and basin. **Upstairs:** Three bedrooms, bathroom, main en suite upstairs in attic bedroom, three garges and servants' quarter's room, shower, toilet and swimming-pool. **Outbuilding:** Double garage, store-room, triple impliment shed, double horse stables and feed room. Reservoir, borehole, pumphouse, bedroom, compound and outside toilet.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 11th day of May 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

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 **Allan Basil Holland**, First Defendant, and **Michelle Holland**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown, on Friday, 17 June 1994 at 10:00:

Description: Subdivision 2 of Lot 95, Forest Hill, situated in the Borough of Kloof and in the Port Natal Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 804 (one thousand eight hundred and four) square metres, held under Deed of Transfer 3493/92.

Physical address: 70 Forest Drive, Forest Hill, Kloof, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom with toilet and shower and toilet. Outbuildings consists of garage, carport and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 2nd day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6316/S. L. Mayes.)

Case 244/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Florence Babongile Dlamini**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 17 June 1994 at 10:00:

Description: Subdivision 2851 of Lot 2640, Mobeni, situated in the City of Durban, Administrative District of Natal, in extent 662 (six hundred and sixty-two) square metres, held under Deed of Transfer T12373/93. *Physical address:* 109 Tern Way, Woodhaven, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: One brick under tile dwelling consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, toilet with shower. The outbuildings consist of garage, servants' quarters and toilet with shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon the request by the sale attorneys.
 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton. 40 St George's Street, Durban, Natal.
- Dated at Durban on this the 2nd day of May of 1994.
- Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7242/S. L. Mayes.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GLENCOE HELD AT GLENCOE

In the matter between **The Town Council of the Borough of Glencoe**, Plaintiff, and **R. C. Baijnath, and A. C. Baijnath**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, issued for the District of Glencoe, and writ of execution, dated 15 November 1993, by the above Honourable Court, the following property will be sold in execution on Friday, 17 June 1994, at 10:00, by the Sheriff, Glencoe, at the Magistrate's Court, Justice Avenue, Glencoe, to the highest bidder:

Subdivision 1 of Lot 692, Glencoe, situated in the Borough of Glencoe, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 936 (nine hundred and thirty-six) square metres, situated at 23 Burnside Road, Glencoe.

Conditions of sale:

1. The property shall be sold to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The improvements consists of a building of brick with three rooms but without a roof that is not fit for habitation and has to be demolished.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the date of sale and the unpaid balance together with interest thereon at the rate of 12% (twelve per centum) per annum reckoned from date of sale and shall be paid or secured by bank or building society guarantee within 14 (fourteen) days after date of sale.

4. The purchaser shall be liable for all arrear rates owing on the property.

Dated at Glencoe on this the 25th day of April 1994.

Van Rensburg & Hellberg, Plaintiff's Attorneys, 34B Karelandman Street, P.O. Box 72, Glencoe, 2930.

Case 440/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GLENCOE HELD AT GLENCOE

In the matter between **The Town Council of the Borough of Glencoe**, Plaintiff, and **P. Aheer**, Defendant

In pursuance of a judgment granted in the Magistrate's Court issued for the District of Glencoe, and writ of execution, dated 27 October 1993, by the above Honourable Court, the following property will be sold in execution on Friday, 17 June 1994 at 10:00, by the Sheriff, Glencoe, at the Magistrate's Court, Justice Avenue, Glencoe, to the highest bidder:

Lot 127, Glencoe, situated in the Borough of Glencoe, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 4 987 (four thousand nine hundred and eighty-seven) square metres, situated at 6 Juggan Road, Glencoe.

Conditions of sale:

1. The property shall be sold to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. There are no improvements on the property.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the date of sale and the unpaid balance together with interest thereon at the rate of 12% (twelve per centum) per annum reckoned from date of sale and shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after date of sale.

4. The purchaser shall be liable for all arrear rates owing on the property.

Dated at Glencoe on this the 25th day of April 1994.

Van Rensburg & Hellberg, Plaintiff's Attorneys, 34B Karelandman Street, P.O. Box 72, Glencoe, 2930.

Case 1234/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael William Byrne**, First Defendant, and **Ingrid Hannelore Byrne**, 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, 17 June 1994 at 10:00:

Description: Subdivision 785 (of 196) of the farm Albinia 957, situated in the Township of Hillcrest and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2 096 (two thousand and sixty-nine) square metres, held under Deed of Transfer T9207/1982. *Physical address:* 7 Surprise Ridge, Hillcrest, Natal.

Zoning: General Residential.

Brick under tile dwelling comprising entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet with shower. *Outbuildings:* Two garages, toilet with shower, work shop, swimming-pool. *Cottage:* Living-room, kitchen, bathroom with toilet and garage.

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 arear 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 4th day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7270/S. L. Mayes.)

Case 1211/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Edgar Mzwamandla Ndawonde**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 14 February 1994, the property listed hereunder will be sold in execution on 17 June 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit 337, kwaNdengezi-A Township, situate in the County of Durban, in extent eight hundred and sixty-five (865) square metres. *Postal address:* Unit 337, kwaNdengezi-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 brick and tile dwelling consisting of lounge, kitchen, three bedrooms, two bathroom, two w.c.'s, tar drive, garage and gates.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 6th 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/N012/242.)

Case 1180/94

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 **Tyefovlyo Gladstone Behebu**, First Execution Debtor, and **Thembi Primrose Behebu**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 8 March 1994, the property listed hereunder will be sold in execution on 17 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Site P243, kwaMashu, situate in the Township of kwaMashu, District of Ntuzuma, in extent one hundred and thirteen (113) square metres. *Postal address:* Unit P243, kwaMashu 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, kitchen, two bedrooms, bathroom, w.c. and paving block.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 6th day of May 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/248.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Khayaletu Home Loans (Proprietary) Limited**, Plaintiff, and **Lindiwe Gladys Shabangu**, Defendant

In pursuance of a judgment granted on 2 July 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 17 June 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Site D220, in extent 304 square metres, situate in the Township of kwa-Dabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 11515. *Physical address:* Site D220, kwaDabeka.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey block/plaster and asbestos dwelling (38 m²) comprising kitchen, lounge, bedroom and bathroom. Sanitation-septic tank.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 4th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15432/MM.)

Case 84264/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Dennis Baronet**, Execution Debtor

In pursuance of a judgment granted on 26 January 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 23 June 1994 at 14:00, in front of the Magistrate's Court House, Durban, to the highest bidder:

Description: A certain Unit being:

(a) Section 3 as shown and more fully described on Sectional Plan SS89/1982 (the sectional plan), in the scheme known as Nola Court in respect of the land and building or buildings situate at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 73 (seventy-three) square metres in extent (the mortgaged section); 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 (the common property). *Postal address:* 3 Nola Court, 120 Frere Road, Glenwood, 4001.

Improvements: Sectional title unit consisting of lounge, bedroom, kitchen, bathroom and toilet.

Town-planning: Zoning: General residential; special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 29th day of April 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/A332/027605/Mrs Chetty.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **June Rose Shaw**, Defendant

In pursuance of a judgment in the above Honourable Court dated 14 February 1994, and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the Sheriff's of the Supreme Court's Office, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 200 (of 181), of the farm Bishopstowe 2587, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 595 square metres, held by the Defendant under Deed of Transfer T1110/1990.

The following information is given but not guaranteed.

1. The property is situated at 27 Mustang Drive, Glenwood, Pietermaritzburg.
2. There is a plastered brick under tile dwelling comprising of lounge/dining-room, two bedrooms, kitchen and one and a half bathrooms.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve price of R3 500.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg on this the 21st day of April 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 41635/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Riebeeck Body Corporate**, Plaintiff, and **Michael John Surgeson**, Defendant

In pursuance of a judgment granted on 11 August 1993, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 14 June 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 43 as shown and more fully described on Sectional Plan SS69/1980 in the scheme known as Riebeeck in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 100 (one hundred) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 44 Riebeeck, 208 Cowey Road, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voet-stoots): A double storey flat consisting of entrance space, upstairs two bedrooms carpeted with built-in cupboards, toilet, bath/washbasin, downstairs lounge - carpeted, kitchen - built-in units, open balcony and open air parking.

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 Plaintiff) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 26th day of April 1994.

J. H. Hawkey, Plaintiff's Attorney, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. (Tel. 301-8733.) (Fax: 301-8736.) (DX: 100, Durban.) (Ref. JHH/gv/04/R.001/489.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Standard Bank Insurance Brokers (Proprietary) Limited**, Plaintiff, and **Richard John Woodward**, Defendant

In pursuance of a judgment granted on 15 November 1993, in the Supreme Court of South Africa (Durban and Coast Local Division), 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 to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description:

(a) Section 1, as shown and more fully described on Sectional Plan SS21/1979, in the scheme known as Willken House in respect of the land and building or buildings situated at 13A Trevor Road, Westville, Natal, of which the floor area, according to the said sectional plan, is 170 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation: 13A Trevor Road, Westville, Natal.

Improvements: The unit and common property contains the following fixed improvements, namely a brick and tile semi-attached dwelling consisting of three bedrooms, lounge, dining-room, kitchen, two bathroom-toilets, servants' quarters with shower and toilet, single garage, carport and swimming-pool, although nothing in this respect is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff for Pinetown, at 62 Caversham Road, Pinetown.

Dated at Durban on this the 5th day of May 1994.

Deneys Reitz, Plaintiff's Attorney, Fourth Floor, Salisbury House, 332 Smith Street, Durban. (Ref. M. Bingham : 83/SBF/129.)

Case 5892/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. O. Ndumo**, Defendant

In pursuance of a judgment granted on 10 June 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 17 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D 765, in the Township of kwaDabeka, District of Pinetown, in extent of 301 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D 765, kwaDabeka.

Improvements: Single storey, fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet (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 11th day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 81529/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Bonginkosi Mhlongo**, Defendant

In pursuance of a judgment granted 3 March 1994, 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 Friday, 10 June 1994 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu:

Description: Ownership Unit No. 2331, in the Township of Kwa-Makuta-A, District County of Durban, in extent of 338 square metres, represented and described on General Plan No. B.A. 35/1966.

Postal address: Unit 2331, Kwa Makuta.

The property consists of: Plastered brick/block dwelling with asbestos roof and electricity, with four bedrooms, bathroom, kitchen, dining-room and lounge. Property is fenced.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) 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, Umbumbulu, or the offices of Meumann & White Attorneys, Durban.

Dated at Durban on this the 13th day of May 1994.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/020171.)

Case 29497/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Musawenkosi Moses Ndlela**, Defendant

In pursuance of a judgment granted on 26 July 1993, 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 Friday, 10 June 1994 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu:

Description: Ownership Unit 1345, in the Township of Kwa-Makuta, District County of Durban, in extent of 429 (four hundred and twenty-nine) square metres.

Postal address: Ownership Unit No. 1345, Kwa Makuta.

The property consists of: Plastered brick/block dwelling with asbestos roof, two bedrooms, bathroom, kitchen, dining-room, no lounge, no garage or outbuildings, with fence.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) 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, Umbumbulu, or the offices of Meumann & White Attorneys, Durban.

Dated at Durban on this the 13th day of May 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/014042.)

Case 63676/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Coastal Murray Pools (Pty) Ltd**, Plaintiff, and **J. Dietrichsen**, Defendant

In pursuance of a judgment granted 22 October 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution on Thursday, 16 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: The Remainder of Subdivision 1 of Lot 325, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 952 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 123 Doble Road, Bluff, Durban, and the property consists of land improved by a dwelling-house comprising four bedrooms, study, swimming-pool, double garage, jacuzzi and sondeck, kitchen, lounge, dining-room and is fully fenced.

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, Durban, 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 Court, Durban South, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban this 6th day of May 1994.

Lander & Tomlinson, Plaintiff's Attorneys, c/o 6 Magister Court, 11 Muthaiga Place, Glenwood, and also at Ground Floor, 2 Heritage Park, 51 Norfolk Terrace, Westville. (Ref. Mr Lander/ls/CO 101 003.)

Case 3504/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Themba Edward Nyaba**, Defendant

In pursuance of a judgment granted on 26 May 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H912, in extent 411 square metres, situated in the township of kwaMashu, represented and described on General Plan PB254/1981, held by virtue of Deed of Grant G5713/262.

Physical address: Ownership Unit H912, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey stepped brick/plaster and asbestos dwelling (56 m²), comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Fencing, wiremesh, block retaining walls and concrete driveway.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum of the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban on this the 11th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04908/MM.)

Case 3030/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ravindrakumar Ramsoodh Marrie**, First Defendant, and **Rumila Marrie**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 4 November 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution at Sheriff's Office, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Remainder of Lot 2343, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 004 square metres, held by the Defendants under Deed of Transfer T3076/87.

The following information is given but not guaranteed:

1. The property is situated at 440 Berg Street, Pietermaritzburg.
2. There is a face brick under IBR double storey dwelling, comprising of 18 rooms, two kitchens and six bathrooms.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale is subject to a reserve price of R12 000.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 17th day of May 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 3031/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ravindrakumar Ramsoodh Marrie**, First Defendant, and **Rumila Marrie**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 4 November 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution at Sheriff's Office, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 17 June 1994 at 10:00, to the highest bidder:

Subdivision 60 (of 3) of Lot 122, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 972 square metres, held by the Defendants under Deed of Transfer T13302/75.

The following information is given but not guaranteed:

1. The property is situated at 194 Royston Road, Pietermaritzburg.
2. There is no dwelling as the property is vacant land at the end of Royston Road.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale is subject to a reserve price of R5 000.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 17th day of May 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 70173/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Abalone Investments (Proprietary) Limited**, First Execution Debtor, **Paul Topping**, Second Execution Debtor, and **Delcasse Immel Botha**, Third Execution Debtor

In pursuance of a judgment granted by the Magistrate of the District of Durban, and a writ of execution issued pursuant thereto, the immovable property listed hereunder will be sold in execution on 4 June 1994 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description:

1. A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS200/1992, in the scheme known as Madeline Mews, in respect of the land and building or buildings situated at Durban, to the Local Authority of Durban, of which section the floor area, according to the said sectional plan, is 123 (one hundred and twenty-three) square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan held by Certificates of Registered Sectional Title ST8742/1992.

2. An exclusive use area described as Garden Area GA4, measuring 22 (twenty-two) square metres, being as such part of the common property, comprising the land and the scheme known as Madeline Mews, in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS200/1992, and held by Certificate of Real Right: Exclusive Areas SK778/1992S.

Improvements: Duplex consisting of upstairs, main bedroom en suite, toilet with bath and wash basin and built-in cupboards, two bedrooms, carpeted, one with built-in cupboards, shower, bath and toilet tiled, lounge and dining-room carpeted and kitchen with built-in units which is tiled and lock-up garage.

Street address: 4 Madeline Mews, 123 Madeline Road, Durban.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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 twenty-one (21) days after the sale, to be approved by the Execution Creditor's attorneys.

3. The purchasers shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Execution Creditor and at the prescribed rate of interest to any other preferential creditor on the respective amounts of the award in the plan of distribution from the date of sale to the date of transfer, both days inclusive.

4. The transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, including transfer duty, all outstanding levies and other necessary charges to effect transfer upon request of the said attorneys.

The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban, or at the address of the Execution Creditor's attorneys referred to below.

Dated at Durban on this the 11th day of May 1994.

Tate & Nolan, Execution Creditor's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban. (Tel. 301-2212.) (Ref. M. A. Nolan/mm/NF27-56.)

Case 70177/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Fairbreeze Investments (Proprietary) Limited**, First Execution Debtor, **Paul Topping**, Second Execution Debtor, and **Delcasse Immel Botha**, Third Execution Debtor

In pursuance of a judgment granted by the Magistrate of the District of Durban and a writ of execution issued pursuant thereto the immovable property listed hereunder will be sold in execution on 14 June 1994 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban to the highest bidder:

Description:

1. A unit consisting of:

(a) Section 3, as shown and more fully described on Section Plan SS171/9292, in the scheme known as Fairbreeze, in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban of which section the floor area, according to the said sectional plan, is 124 (one hundred and twenty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorse on the said sectional plan held by Certificates of Registered Sectional Title ST7725/92.

2. An exclusive use area described as Garden Area 3, measuring 30 (thirty) square metres being as such part of the common property, comprising the land and the scheme known as Fairbreeze in respect of the land and building or buildings situated at Durban.

3. An exclusive use area described as Yard 3, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Fairbreeze in respect of the land and building or buildings situated at Durban.

4. An exclusive use area described as Parking Bay 8, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Fairbreeze in respect of the land and building or buildings situated at Durban.

Improvements: Duplex consisting of upstairs with main bedroom with ensuite and shower, bath and wash basin, toilet and tiled with built-in cupboards, bedroom with built-in cupboards which is carpeted, lounge which is tiled, kitchen with built-in units, hob and stove which is tiled, toilet and wash basin, undercover lock-up garage, garden area measuring 30 square metres and one yard area measuring 12 square metres.

Street address: Unit 3, Fairbreeze, 61 Fifth Avenue, Durban, Natal.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of ten per cent (10%) 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 21 (twenty-one) days after the sale, to be approved by the Execution Creditor's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Execution Creditor and at the prescribed rate of interest to any other preferential creditor on the respective amounts of the award in the plan of distribution from the date of sale to the date of transfer, both days inclusive.

4. The transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, including transfer duty, all outstanding levies and other necessary charges to effect transfer upon request of the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban, or at the address of the Execution Creditor's attorneys referred to below.

Dated at Durban on this the 11th day of May 1994.

Tate & Nolan, Execution Creditor's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban. (Tel. 301-2212.) (Ref. M. A. Nolan/mm/NF27-57.)

Case 23583/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Letlotlo Ernest Damani**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 2 December 1991, the writ of execution dated 2 December 1991, the immovable property listed hereunder will be sold in execution on Friday, 17 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 657, Unit 13, Imbali, Township of Edendale, District of Pietermaritzburg, in extent 365 square metres and as described on Deed of Grant 345.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 19,75% (nineteen comma seven 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 Magistrates' Courts, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street.

Case 444/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Nelson Vusumuzi Gumede**, Defendant

In pursuance of judgment granted on 17 January 1992, in the Umlazi Magistrate's Court, under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 June 1994 at 10:00, the main South entrance, to the Magistrate's Court, Umlazi (near the National and kwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership United 1184, Unit 17, in extent 1 040 square feet, situated in the Township of Umlazi, represented and described on General Plan 13/1964, held by virtue of Deed of Grant 1637, physical address Ownership Unit 1184, Unit 17, Umlazi.

The property has been improved by the erection of a butcher shop thereon, consisting of: A single storey face brick/block/plaster and asbestos dwelling 52 square metres, butcher shop enclosed yard 19,8 square metres. Municipal Electricity, Water Supply and Sanitation: Local Authority. Improvements: Verandah 15 square metres.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this the 18th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z73855/MM.)

Saak 99/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Malam Mfundisi Ambros Mazibuko**, Eksekusieskuldeiser, en **Mfugelwa James Buthelezi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer sal die ondervermelde eiendom op 6 Julie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word naamlik:

Sekere Eenheid F2084, Madadeni, die eiendom Gedeelte 6 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 is onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede hierdie 17de dag van Mei 1994.

Y. T. Mbatha & Partners, Prokureurs vir Eiser, Posbus 2777, Newcastle.

Case 11501/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **A. K. H. Seedat**, Plaintiff, and **R. Naidoo**, Defendant

In pursuance of a judgment granted on 31 March 1992, in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property listed hereunder will be sold by public auction to the highest bidder at the front entrance of the Magistrate's Court, Verulam, Moss Street, Verulam, on 24 June 1994 at 09:00:

Property: Lot 7794, Verulam (Extension 52), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent five hundred and eighty-one (581) square metres.

Consisting of: A brick under tile dwelling, water and lights facilities, three bedrooms, lounge with dining-room, kitchen and toilet and bathroom.

Postal address: 88 Heathrow Avenue, Park Gate, Ottawa, Verulam.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e. voetstoots and subject to all the conditions of the title deed without reserve to the highest bidder.

2. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District 7, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

Dated at Durban on this the 6th day of May 1994.

Ismail Omar & Co., Plaintiff's Attorneys, 102 Queen City, 54 Queen Street, DX 110, Durban. [Mr Jagdeu/S.270(3).]

Case 865/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Colin Graham Stewart**, Execution Creditor, and **Ahmed Shaik**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 13 September 1991, the following immovable property will be sold in execution on 17 June 1994 at 11:00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Remainder of Subdivision 20 of Lot 36, Marburg Settlement 5428, situated in the Marburg Town Board Area, and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent two thousand and twenty-three (2 023) square metres held under Deed of Transfer T8772/1979.

The following information is furnished regarding the property, but is not guaranteed:

Improved by dwelling under brick and cast iron (two walls cast iron rest brick), consisting of lounge, five bedrooms, toilet and kitchen.

Outbuildings: Under brick and asbestos consisting of toilet.

Workshop: Under brick and cast iron, small portion asbestos, divided into three sections.

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 Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone, 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone on this 9th day of May 1994.

Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/pn/03/P022/002.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedbank Limited**, Execution Creditor, *versus* **E. Hardman**, Execution Debtor

In pursuance of a judgment granted on 27 February 1992, in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 3 March 1992, the immovable property listed hereunder will be sold in execution on 10 June 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Description: A certain piece of land being Lot 324, Scottburgh, situated in the Borough of Scottburgh and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 069 square metres. The property is held under Deed of Transfer T5406/1980.

Postal address: 8 Lindsay Drive, Scottburgh, 4180.

Improvements: Brick and plaster under tile dwelling consisting of back verandah, "L" shaped dining-room, lounge combined with sea views, kitchen, two bedrooms with built-in cupboards, bathroom, toilet and garage.

Outbuildings: Granny flat.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of the sale.
3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.
4. The purchaser shall be liable for pay interest on any preferent Creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, Magistrate's Court, Savell Street, Scottburgh, or at the offices C. J. Moggridge, 145 Scott Street, Scottburgh.

Dated at Scottburgh this 4th day of May 1994.

C. J. Moggridge, Attorney for Judgment Creditor, Suite 3, Surfer's Paradise Buildings, 145 Scott Street, Scottburgh, 4180. (Ref. Mr Mansoor.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **E. A. Jadwat**, in his capacity as liquidator, Plaintiff, and **Simon Mfaniseni Mdlalose**, First Defendant, and **Priscilla Thabisile Mdlalose**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a writ of execution dated 23 September 1993, the immovable property described hereunder will be sold in execution on 8 June 1994 in front of the Magistrate's Court, Newcastle, to the highest bidder:

F1118 Madadeni.

1. The property shall be sold by the Sheriff of the Magistrate's Court, Newcastle, to the highest bidder without reserve but subject to the provisions of section 66 and of the Magistrates' Courts Act, No. 32 of 1944, as amended.
2. A deposit of 10% (ten per cent) shall be payable on the day of the sale.
3. The balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within one month after sale.
4. The property will be sold subject to the rights of any existing tenant.
5. The Execution Creditor shall be entitled to appoint attorney to attend to transfer.

Dated at Newcastle on this 19th day of May 1994.

E. A. Jadwat & Co., 9 Nedbank Centre, Harding Street, Newcastle, 2940.

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 2688/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **E. T. Setlhabi**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 Junie 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 12644, geleë te en bekend as Thabong 12644, Welkom, gesoneer vir woondoeleindes, groot 264 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2483/89.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder 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 en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 5de dag van Mei 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 5115/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited**, Eiser, en **Edwin Linzier Botha**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Kuruman, op Vrydag, 17 Junie 1994 om 10:00, naamlik:

1. Gedeelte 2 (Kleinbegin) van die plaas Lincoln 151, geleë in die afdeling Kuruman, groot tweehonderd ses-en-vyftig komma nege vyf nege ses (256,9596) hektaar;

2. Gedeelte 3 ('n gedeelte van Gedeelte 1) van die plaas Lincoln 151, geleë in die afdeling Kuruman, groot vierhonderd agt-en-twintig komma twee ses ses nul (428,2660) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit: Hierdie eiendomme is geleë 57 km suid-wes van Reivilo op die Kuruman grondpad. Geboue bestaan uit 'n woonhuis van steen en sink, stoor en pakkamer op eerste eiendom, 685 ha weiding verdeel in onderskeidelik twee en vier kampe op die eiendomme, behoorlik omhein, twee boorgate, windpomp, dompelpomp, elektriese motor voorsien aan twee klipdamme en drie suipings. Eskom-krag.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Kerkstraat 4, Kuruman, gedurende kantoorure.

Gedateer op die 5de dag van Mei 1994.

Naudes, p.a. J. C. Pretorius, Eiser se Prokureur, Trustfonteingebo, Posbus 153, Bloemfontein. (Verw. mnr. Pretorius.)

Saak 5102/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Seeiso Ephraim Monkhe**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 7 Maart 1994, sal die ondervermelde eiendom, naamlik:

Alle reg, titel en belang van genoemde Seeiso Ephraim Monkhe, in die reg van huurpag waaroor hy beskik ten opsigte van:

(a) Erf 51063, Mangaung, distrik Bloemfontein, groot 800 vierkante meter soos aangetoon op Algemene Plan LG7/1992, onderworpe aan sekere voorwaardes soos uiteengesit in en gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL22181/1992, geregistreer op 26 November 1992, en

(b) Erf 51064, Mangaung, distrik Bloemfontein, groot 1 251 vierkante meter soos aangetoon op Algemene Plan LG7/1992, onderworpe aan sekere voorwaardes soos uiteengesit in en gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL22181/1992, geregistreer op 26 November 1992.

Op 17 Junie 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, Oranje-Vrystaat, deur die Balju vir die Hooggeregshof vir die distrik Bloemfontein-Oos aan die hoogste bieder geregtelik verkoop word onderworpe daaraan dat die gemelde reg van huurpag ten aansien van albei die eiendomme vermeld in (a) en (b) gesamentlik as 'n eenheid opgeveil sal word.

Die verbeterings op die eiendomme in (a) en (b) wat te Mondlistraat 9743, Rocklands, Bloemfontein geleë is, bestaan uit die volgende, maar niks word egter in hierdie verband gewaarborg nie: Supermark, kookkamer en twee toilette. Die genoemde erwe is soneer vir algemene besigheidsdoeleindes.

Die koper moet afslaaersgelde, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom 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 bouverenigingswaarborg 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 Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein op hede die 29ste dag van April 1994.

C. H. P. Van der Post, p.a. McIntyre & Van der Post, Prokureur vir Eiser, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein.

Saak 7848/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Trust Bank**, Eiser, en **Abraham Jacobus Badenhorst**, Eerste Verweerder, en **Amanda Badenhorst**, Tweede Verweerderes

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Bloemfontein gehou te Bloemfontein sal 'n verkoping met voorbehoud van die volgende eiendom van bogemelde Verweerder plaasvind te die kantore van die Balju te Peetlaan-ingang by die Landdroshof op Dinsdag, 17 Junie 1994 om 10:00 naamlik:

Resterende Gedeelte van Plot 45, Spitskopkleinplase, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein, groot 2,2827 hektaar gehou kragtens Transportakte T2742/81, bekend as Hoewe 45, Spitskop, Bloemfontein.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, TV-kamer, vier slaapkamers, kombuis met 'n ontbythoekie, badkamer met stort en toilet, badkamer met toilet, buitegeboue, motorhuis en stoorkamer.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, gedurende kantoorure.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak 580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak Tussen **ABSA Bank Beperk** (handeldrywende as Trustbank), Eiser, en **Paul Stephanus Fouche**, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verky het op 21 Januarie 1994 en ter uitvoering van 'n lasbrief vir eksekusie gedateer 16 Februarie 1994 sal die ondergenoemde eiendom per openbare veiling verkoop word voor die Landdroskantoor, Bothastraat, Hennenman, op Vrydag, 10 Junie 1994 om 10:00:

1. Erf 1115 (Uitbreiding 4), Hennenman, geleë te Dr. Van der Bijlstraat, Industria, Hennenman.

2. Erf 318, Hennenman, geleë te Issabellastraat 2, Hennenman, bestaande uit besigheidsgebou.

3. Erf 896, Hennenman, geleë te Johannalaan 2, bestaande uit Deeltitelwoonstelle 3, 4, 6, 7, 10 en 12.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman op hierdie 20ste dag van April 1994.

Maree & Vennote, EMF-gebou, Steynstraat 40, Posbus 23, Hennenman.

Saak 3097/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **P. Towa**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 Junie 1994 om 11:00 te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 23817, geleë te en bekend as Orange Grove 23817, Thabong, Welkom, gesoneer vir woondoeleindes, groot 280 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL12001/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1994, 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 betaalde balans tesame met rente daarop bereken teen 16% (sestien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 5de dag van Mei 1994.

J. M. Pretoris, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 3008/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Eerste Nasionale Bank Bpk.**, handeldrywende as Wesbank, Eiser, en **Mnr. Trevor Lewis**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik, Sasolburg, gedateer 20 Augustus 1993, en 'n lasbrief tot eksekusie gedateer 17 Augustus 1993, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 24 Junie 1994 om 10:00, by die Landdroskantoor, Sasolburg:

Sekere erf 1250, geleë in die dorp Vaalpark van die distrik Parys, groot 1 053 (een duisend drie-en-vyftig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van tien persent van die koopprys by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig.

Die volle voorwaardes van die eksekusie-verkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Sasolburg, en by die kantore van die eiser se prokureurs.

Aldus geteken te Sasolburg, op hierdie 3de dag van Mei 1994.

J. P. S. de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/G5678/aw.)

Case 4849/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mabekebeke Timothy Pesa**, Defendant

In pursuance of a judgment in the Court of the Welkom, Magistrate's Court, granted 1 October 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 at 1 July 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Subdivision 3 of Erf 5831, situated in the Township of Riebeeckstad, District of Welkom, measuring 671 (six hundred and seventy-one) square metres, held by the Defendant by virtue of Deed of Transfer T7241/1992, known as 24 Dresden Street, Riebeeckstad.

Improvements: Residentail property with lounge, kitchen, three bedrooms, bathroom, toilet and outside 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.
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 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 18th day of May 1994.

McLouw, for Day & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr McLouw/LVR/UN51.)

Case 5468/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Amos Velani Ngcamu**, Defendant

In pursuance of a judgment in the Court of the Welkom, Magistrate's Court, granted 23 June 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 at 1 July 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 18560, situated in Thabong, District of Welkom, measuring 334 (three hundred and thirty-four) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL3422/1991, known as 18560 Thabong, Welkom.

Improvements: Residentail property with lounge, kitchen, two bedrooms, 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.
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 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 18th day of May 1994.

McLouw, for Day & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr McLouw/LVR/UN49.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Solomon Elias Mashele**, First Defendant, and **Lahliwe Emily Mashele**, 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 Magistrate's Courts Act, 1944, as amended, to the highest bidder on 8 July 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 6182, situated in Thabong, District of Welkom, measuring 407 (four hundred and seven) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL3722/1988, known as 6182 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, two bedrooms, bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers' on request, the fees of the messenger of 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 19th day of May 1994.

M. C. Louw, Attorney for Plaintiff, for Daly & Neumann Inc., Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL63.)

Case 8715/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Morake Edgar Abiel Tsoai**, First Defendant, and **Masabata Elizabeth Tsoai**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 3 November 1992, 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 8 July 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11158, situated in Thabong, District of Welkom, measuring 341 (three hundred and forty-one) square metres, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL2013/1988, known as 11158 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom 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 the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 19th day of May 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL63.)

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, 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 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. *Outbuildings consisting of:* Servant's room, study, garage, toilet, shower with toilet and swimming-pool (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 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 the 18th day of May 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL552.)

Saak 5941/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepers**, Eiser, en **Isaac Shuping Phoko**, Eerste Verweerder, en **Dimakatso Maria Phoko**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 28 April 1994 sal die volgende eiendom 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:

Al die reg, titel en belang in en tot die huurpag ten opsigte van Perseel 17996, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL6053/1992.

Posadres: 17996 Mangaung, Bloemfontein, 9300.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, twee slaapkamers, badkamer en toilet.

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 bereken vanaf datum van die verkoping 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 Vonnisskuldeiser.
- 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-Oos, en/of p.a. die Eksekusieskuld-eiser 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 18de dag van Mei 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSCVAAL

VAN'S AFSLAERS

VEILING VAKANSIE-OORD/CASINO/WILDPLAAS

In opdrag van die Likwidateur van Conlani BK, in likwidasie, T685/94, verkoop **Vans Afslaers** ondervermelde eiendomme per openbare veiling, sonder reserwe, onderhewig aan bekragtiging op Donderdag, 2 Junie 1994 om 11:00, te Constantia Spa en Mineralebron, Naboomspruit.

Beskrywing: Gedeeltes 7, 8, 10 en 12 van die plaas Driefontein 317 KR, Transvaal, groot 680 hektaar.

Verbeterings: Volledige vakansie-oord, casino en plaashuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel **Vans Afslaers**. [Tel. (012) 335-2974.]

LEO AFSLAERS (EDMS) BPK

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN EENSLAAPKAMERWOONSTEL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **P. J. van Rooyen**, Meestersverwysing T357/94, verkoop ons per openbare veiling, Woonstel 104, Skema SS24/80, Salvokop, Eenheid 4, op 3 Junie 1994 om 10:30, op die perseel, bestaande uit: Slaapkamer, badkamer, kombuis met 3-plaat stoof, sit-/eetkamer aaneen, ingeboude kaste, gemeenskaplike swembad en braai-area, sekuriteitstelsel. Woonstel is 58 m², ook bekend as Salvokop 104, Van der Waltstraat 577, Berea, Pretoria.

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.

B.T.W. betaalbaar: Geen.

Afslaersnota: Loopafstand vanaf middestad. Goeie belegging.

Besigtiging: By die eiendom [vra vir opsigter, mev. Schoombie, Woonstel 305, Tel. (012) 322-4777, of reël met die afslaer].

Vir meer besonderhede skakel die kantoor gedurende kantoorure by Tel. (012) 341-1314.

MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN VIERSLAAPKAMER-FAMILIEWONING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **Johann Swart**, Meestersverwysing T501/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 927, geleë te Kraanvoëllaan 934, Silverton-uitbreiding 5, Pretoria, groot 793 vierkante meter.

Verbeterings: Vier slaapkamers, badkamer, aparte toilet, sit-/eetkamer, ruim moderne kombuis, gang, ingangsportaal, bediende kwarriere, motorhuis en half voltooid motorafdek.

Plek: Op die perseel: Kraanvoëllaan 934, Silverton-uitbreiding 5, Pretoria.

Datum en tyd: Dinsdag, 7 Junie 1994 om 11:00.

Afslaersnota: Ruim familiewoning. Met 'n bietjie aandag kan dit in 'n pragtige woning omskep word.

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: Daaglik of reël met afslaers.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslaers/Eiendomsagente. [Tel. (012) 323-7821 of (012) 45-4835 (na-ure).] [Faks. (012) 324-5119.]

PROPERTY MART LOGO**BRACKENDOWNS—ALBERTON****LAREG FIVE BEDROOMED DWELLING WITH POOL AND GRANNY FLAT**

Duly instructed by the Trustee in the insolvent estate of **H. P. R. de Koch** (Master's Ref. T5057/93), we shall sell subject to seven days confirmation:

Erf 980, Brackendowns, Alberton, situated at 280 Delphinium Street, and measuring 1 605 square metres in extent. The improvements comprise of a TV-room, lounge, family room, dining-room, study, open-plan kitchen with built-in cupboards, eye-level oven with separate scullery and pantry, five bedrooms with built-in cupboards and three bathrooms (main en suite). The outbuildings comprise of a double lock-up garage, store-room, one-bedroom granny flat and swimming-pool. The driveway is paved.

Sale take place on the spot on 1 June 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963). [Tel. (011) 728-1283. [Fax. (011) 728-5215.] [After hours (011) 793-6164, C. Mostert.]

CONSILIOR (EDMS.) BPK.**INSOLVENTE VEILING—POTGIETERSRUS VAN MODERNE WOONHUIS EN STAALVERWERKINGSGEREEDSKAP**

In opdrag van die Kurator in die insolvente boedel van **W. D. Haasbroek**, Meesterverwysings No. T228/94, bied ons onderstaande per openbare veiling op Maandag, 30 Mei 1994 om 11:00, te Sussexstraat 59, Potgietersrus, aan:

Eiendom: Erf 1865, geleë te Piet Potgietersrus, Registrasieafdeling KR, Transvaal, groot 1 500 m².

Adres: J. G. Strydomstraat 8.

Roerende bates: Mazda T300 Canter, twee lessenaars en stoele, twee disc cutters, drippers, twee staal werkstafels, 50 ton elektriese pers, staal snymasjien, twee tweesitplek bankies, 13 staalvorms vir vensterrame en deure, staal giloutine, kompressor, twee 10 ton elektriese perse, twee welders (groot) en vyf welders (klein) uitgebrand.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus. [Joan Cross, Tel. (0154) 3141.] [Hennie van der Watt, Tel. (01470) 2948.]

PETER WILLIAMS

(Reg. No. 83/3833)

PROPERTY AUCTIONS**INSOLVENT ESTATE OF WELL-DEVELOPED GERHARDSVILLE AGRICULTURAL HOLDING—SOUTH OF PRETORIA**

Duly instructed thereto by the Trustee in the insolvent estate of **Pieter Deon Botes**, Master's Ref. No. T561/94, we will sell, subject to confirmation, on Saturday, 11 June 1994 at 10:00, on the spot, i.e. Holding 21, Gerhardsville Agricultural holdings (see directions), the undermentioned property:

Holding 21, Gerhardsville Agricultural Holdings, measuring 2,4268 hectares.

Improvements consists of a brick under iron with Harvey tile roof dwelling consisting of three bedrooms, study, spacious lounge/dining-room with sliding doors onto sun patio, bathroom, separate toilet and kitchen.

Rondavel, double garage, store-room and car-port.

Borehole and storage tank.

Auctioneer's note: This spacious home is set in a garden with numerous trees, shrubs and lawns, and according to our information, the borehole is sufficient for household and garden use.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Directions: Proceed through Erasmia to Gerhardsville Agricultural Holdings. Property on right hand side, just off the main road. Watch for our boards.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichard Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PARK VILLAGE AUCTIONS**PUBLIC AUCTION**

Duly instructed by the Trustee **T. A. Jurgens**, Master's Reference Number T193/93, we will sell by public auction, on site at 116 Dickie Fritz Avenue, Dowerglen Extension 3, District of Edenvale, Transvaal, on Thursday, 2 June 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**PUBLIC AUCTION**

Duly instructed by the Trustee **K. D. Tavaría**, Master's Reference Number T395/94, we will sell by public auction, on site at 36 Cheetah Avenue, Lenasia Extension 5, District of Lenasia, Transvaal, on Wednesday, 1 June 1994 at 10:30, a three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

FOUR EAST RAND HOMES WINDMILL PARK—DAWN PARK**PUBLIC AUCTION**

Insolvent estate **J. W. Edwards**, Master's Reference No. T5106/93, at 7 Tsesebe Street, Dawn Park, to be sold Friday, 3 June 1994 at 10:30:

Duly instructed by the Trustee in the above estate we will sell the following residences:

1. Stand 1012 situated at 7 Tsesebe Street, Dawn Park, Boksburg and residence thereon.
2. Stand 79 situated at 12 Drake Drive, Windmill Park, Boksburg and residence thereon.
3. Stand 65 situated at 16 Conradie Street, Windmill Park, Boksburg and residence thereon.
4. Stand 518 situated at 7 Barnard Street, Windmill Park, Boksburg and residence thereon.

For further information please contact the auctioneers.

View: Please contact Gary Kotze at tel. (011) 444-5550.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid by guarantees acceptable by the Trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. Note: No cash will be accepted at the auction site.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

SUKRO INVESTMENTS (PTY) LTD

(Masters Ref. No. T153/94)

(In Provisional Liquidation)

PUBLIC AUCTION

Secure Industrial Property, in the Prime Suburb of Activia Park (Elandsfontein, Germiston), to be sold on the spot, 18/19 Activia Road, on Wednesday, 1 June 1994 at 10:30:

Duly instructed by the Joint Provisional Liquidators we will offer by public auction the property legally described as Erven 18 and 19 Activia Park, Germiston, measuring 7 930 square metres with improvements thereon. The property zoned Industrial 1 is located close to freeway access. At present the property is let to three tenants. It comprises an office block and factory buildings totalling approximately 4 800 square metres.

For further details please contact the auctioneers.

View: Please contact the auctioneers.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable to the Joint Provisional Liquidators within 30 days of confirmation. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids exclusive of VAT. Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

MANNIE AUCTIONEERING COMPANY

Duly instructed by the Provisional Trustee, insolvent estate **K. J. and I. van Staden**, Master's Ref. No. T515/94, in the above matter we will sell by public auction on the spot, 30 Buffelspoort Street, Brackendowns Extension 5, Alberton, on Monday, 13 June 1994 at 10:30, the following:

Three bedroomed home—Brackendowns. Certain Erf 2523, situated at 30 Buffelspoort Street, Brackendowns Extension 4, Alberton, measuring approximately 997 square metres, upon which is erected a residence comprising: Lounge/dining-room, three bedrooms, bathroom, separate toilet, kitchen, staff toilet and precast concrete walling.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Saturdays from 10:30 to 15:00.

Mannie Auctioneering Company. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

Duly instructed by the Provisional Trustee, insolvent estate **T. B. Pienaar** and **A. Pienaar**, Master's Ref. No. T588/94, in the above matter we will sell by public auction on the spot, 58 Wit Hout Street, Weltevredenpark, Roodepoort, on Friday, 10 June 1994 at 10:30, the following:

Spacious four-bedroomed home with family room, study and flatlet, Weltevredenpark.

Certain Erf 1952, situated at 58 Wit Hout Street, Weltevredenpark, Roodepoort, measuring approximately 1 435 square metres, upon which is erected a residence comprising: Carpeted entrance hall, spacious lounge, spacious dining-room, spacious family room with sliding door leading to verandah, large study, kitchen, pantry, separate scullery, four bedrooms (main with dressing-room and bathroom en suite), second bathroom, carpeted throughout, flatlet comprising carpeted bedroom, dressing room and bathroom, maid's room and toilet, double garage, car-port, brick paved driveway and large well-maintained garden.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Mondays, Wednesdays and Fridays from 10:30 to 12:30 and 14:30 to 16:00.

Mannie Auctioneering Company. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

CONSILIOR (EDMS.) BPK.**INSOLVENTE BOEDELVEILING**

Daartoe gelas deur die Kuratore in die insolvente boedels van **A. Fiorotto**, Meestersverwysing T1006/94 en **E. Beukes**, Meestersverwysing T2389/93, verkoop ons die volgende op Saterdag, 28 Mei 1994 om 10:00, te Consilior Veilingslokaal, Besemmerstraat 102, Pretoria-Wes, per publieke veiling:

Uno Fire 1991.

Uno Fire 1991.

VW Folf 1979.

Ford Bronco 1978.

Voorlaaier Tower Flint lock, 450 lang loop 1873.

Voorlaaier Tower Flint lock, 450 kort loop 1873.

Midea 45 Bresola rewolwer 1918.

Skiboot.

Verkoopvoorwaardes:

1. Streng kontant of bankgewaarborgde tjek.
2. Voetstoots.
3. Vuurwapenlisensies moet verkry word voor oorhandiging.
4. BTW betaalbaar op sekere items.
5. Die verkoop van sekere items is onderhewig aan bekragtiging.

Navrae: Consilior (Edms.) Bpk.

Telefoon: (012) 348-5111.

NATAL**CAHI AUCTIONEERS**

(Reg. No. CK87/12616/23)

MASSIVE LOOSE ASSETS AUCTION

Duly instructed by the Trustees in the insolvent estates **J. D.** and **E. C. J. du Plessis**, Master's Ref. No. T3329/93, **B. C.** and **P. M. M. Etsebeth**, Master's Ref. No. T1892/93, **Eagle Mandis Leather Craft CC**, in liquidation, Master's Ref. No. T4660/93, **M. J. van Rensburg**, Master's Ref. No. T1123/93, **J. M. Krienke**, Master's Ref. No. T4165/93, **M. J. J. de Beer**, Master's Ref. No. T2140/93, **B. A. S. Botha**, Master's Ref. No. T760/93, **J. A.** and **M. M. Wright**, Master's Ref. No. T1048/93, we will sell massive loose assets and four vacant stands: on Friday 27 May 1994 at 10:00, at our mart:

Stand 109, Clever, Witbank, Stands 3 and 4, Rietbron, Karoo, Stand 2105, Margate, gold plated chandelier, trucks, office furniture, house hold furniture, appliances, Phillips computer network and lazer printer, professional sewing machines, compressors, spray gun and heatpress.

Fiat 128 1300 GL, Toyota 6000 (DA 116) dropside seven ton truck, Leyland 1206 Tipper with dropsides, fridges, washing machines, desks, chairs, filling cabinets etc. and much more.

Terms: R200 registration fee (refundable) cash or bank-guaranteed cheques only.

Viewing: Day prior 13:00 to 16:00.

For further info contact Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

ORANJE-VRYSTAAT ORANGE FREE STATE

DE VILLIERS, BREDENKAMP & KIE.

PUBLIEKE VEILING

In opdrag van die Kurators, H. P. A. Venter, p.a. Duncan & Rothman, Derde Verdieping, Permanente-gebou, Jonesstraat, Kimberley, en R. D. du Plessis, p.a. Symington & De Kock, NBS-gebou, hoek van Wesburger- en Elizabethstraat, Bloemfontein, sal die ondergemelde bates van die Landboukredietboedel van **H. J. van Niekerk** en **A. J. van Niekerk**, per publieke veiling aangebied word, op Vrydag, 17 Junie 1994 om 10:00, te die plaas Cypher, distrik Hopetown (\pm 35 km vanaf Douglas op die Prieska teerpad. Volg wegwysers.)

1. Die Restant van Gedeelte 1 (Cypher) van die plaas Blaauw Kop 14, in die afdeling Hopetown, groot 982,9033 hektaar.

Besproeiing: Ingelys vir 45 ha besproeiing uit die Oranjerivier en 36 ha word besproei.

Verbeterings: Twee goeie drieslaapkamerwoonhuise, drie store, klipkrale, sewe boorgate met vier windpompe en ses weikampe.

2. Die restant van die plaas Kaffirs Rant 55, in die afdeling Hopetown, groot 1 178,9288 hektaar.

Verbeterings: Ses weikampe en twee windpompe op boorgate.

Roerende bates: Viking mes-snymasjien, vier-tol lusern hark, koringplanter, aartappel sorteermasjien (Bon Art), drieskaar ploeg, agt-tol hark, Stan Hay Jumbo planter, drie kontrol besproeiingstelsel, vier-skaar ploeg, beitelploeg, Welger baler Ap63D, laaigraaf, 10-skottel eenrigtingploeg, awegaar, baallaai, ses-tol snymasjien, grondbreker, 1972 Ford 5 000 trekker, 1982 Ford 7 600 trekker met laaigraaf, 1972 Ford 3 000 trekker, 1982 Ford 5 610 trekker, drie-ton sleepwa, 1986 MAN vrugmotor, 1989 Isuzu LAW, 12-ton sleepwa, 1988 Ford Courier LAW, 1989 Ford Sierra 3 ℓ motor, 1988 Ford Courier LAW, hoeveelheid gereedskap en toerusting.

Verkoopvoorwaardes:

1. BTW word by hoogste bod gevoeg (eksklusief).

2. Alle goed word voetstoots verkoop.

3. Risiko gaan oor by toeslaan van bod.

4. Betaling van vaste eiendom—10% (tien persent) as deposito by wyse van kontant of bankgewaarborgde tjek by toeslaan van die bod. Balans by registrasie van transport, waarvoor goedgekeurde bankwaarborg binne 21 dae na bekragting gelewer moet word.

5. Betaling van losgoedere geskied by wyse van kontant of bankgewaarborgde tjek by toeslaan van die bod.

6. Die Kurators of die Afslaaers behou die reg voor om sonder enige kennisgewing verdere items by te voeg of geadverteerde items te enige tyd voor die veiling te onttrek.

Die volledige verkoopvoorwaardes is ter insae by die Afslaaers.

Afslaaers: De Villiers, Bredenkamp & Kie., Charl Cilliersstraat 12, Douglas. Thinus Schutte, hoek van Cathcart- en Van Riebeeckstraat, Hopetown.

Navrae: P. W. de Villiers, telefoon (053) 298-1814. T. Schutte, telefoon (053202) 264/54.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HEILBRON op 17 Junie 1994 om 10:00 voor die Landdroskantoor te HEILBRON die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas KATBOSCHI NOORD 800, distrik Heilbron

GROOT: 647,2028 hektaar

Blykens Akte van Transport T1692/1958

in die naam van **JOHANNES STEPHANUS BOTHA**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

20 km noord van Petrus Steyn

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, motorhuis, motorhuis en buitekamer, 2 buitekamers, 2 pophuise, werkswinkel, 3 store, enjinkamer, melkstal, waskamer, hoenderhok, 3 kuilvoertorings, 2 kuilvoerlote. Geheel veekender omhein en verdeel in kampe. 7 Boorgate, sementopgaartenk, 7 sementdamme, staalopgaartenk, 2 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 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 vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)
- (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 eiendom 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.

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. 19 Mei 1994.

INHOUDSOPGAWE

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