

REPUBLIEK  
VAN  
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OF  
SOUTH AFRICA

# Staatskoerant Government Gazette

Vol. 348

PRETORIA, 3 JUNIE  
JUNE 1994

No. 15770

***WETLIKE  
KENNISGEWINGS***

***LEGAL  
NOTICES***

**B**

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

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

**(INWERKINGTREDING: 1 APRIL 1994)**

## LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i> R
<b>BESIGHEIDSKENNISGEWINGS</b> .....	30,00
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	12,60
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> 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.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	7,40
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	15,10
 <i>Nie-gestandaardiseerde kennisgewings</i>	
<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....	42,70
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
Geregtelike verkope .....	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	35,10
76 tot 250 woorde .....	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	45,20
<b>MAATSKAPPYKENNISGEWINGS:</b>	
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
<b>ORDERS VAN DIE HOF:</b>	
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 bevels <i>nisi</i> .....	200,30
Verlenging van keerdatum .....	25,20
Tersydestelling en afwysings van aansoeke (J 158) .....	25,20



# LIST OF FIXED TARIFF RATES AND CONDITIONS

## FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 APRIL 1994)

### LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion R</i>
<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	12,60
<b>BUSINESS NOTICES</b> .....	30,00
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL.....	15,10
<b>UNCLAIMED MONEYS</b> —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>	
<b>COMPANY NOTICES:</b>	
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
<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	45,20
<b>LIQUOR LICENCE NOTICES</b> 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.)	
<b>ORDERS OF THE COURT:</b>	
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
<b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>	
Sales in execution .....	115,20
Public auctions, sales and tenders:	
Up to 75 words .....	35,10
76 to 250 words.....	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table) .....	145,30

**WOORDETAL-TABEL**

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

**WORD COUNT TABLE**

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

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

## VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

### SLUITINGSTYPE VIR DIE AANNAME VAN KENNISGEWINGS

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

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

(3) Wysiging van of 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 kansellaties 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 AANSPEEKLIKHEID

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.

#### AANSPEEKLIKHEID 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 ongekanseleerde inkomsteseëls betaal is nie.

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

**BEWYS VAN PUBLIKASIE**

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

**PROOF OF PUBLICATION**

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

***Belangrike Kennisgewing***

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

***Important Notice***

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

**BELANGRIKE AANKONDIGING**

*Sluitingstye* **VOOR VAKANSIEDAE** vir

**WETLIKE KENNISGEWINGS**  
**GOEWERMENSKENNISGEWINGS** **1994**

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

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

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

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

**IMPORTANT ANNOUNCEMENT**

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

**LEGAL NOTICES**  
**GOVERNMENT NOTICES** **1994**

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

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

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

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



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

## GEREGTELIKE VERKOPE • SALES IN EXECUTION

### TRANSVAAL

Case 32732/93  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Eylers: Bernardus Johannes Maria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 719, in the Township of Mulbarton Extension 2 Township, Registration Division IR, Transvaal, in extent 1 103 (one thousand one hundred and three) square metres, situated at True North Road, Mulbarton Extension 2, Johannesburg.

*Improvements* (not guaranteed): Vacant land with partially constructed building up to plinth height.

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

Dated at Johannesburg on this the 13th 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/MN2658.)

Case 12907/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngcobo Dumisani Siphwe Christopher**, First Defendant, and **Ngcobo Priscilla Phumzile**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's office at 100 Fluor House, Grayston Drive, Sandown, Sandton, on 24 June 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 64, Wendywood Township, Registration Division IR, Transvaal, in extent 1 125 square metres, held by virtue of Deed of Transfer T97382/92, also known as 23 Glanville Crescent, Wendywood.

The following particulars are furnished *re* the improvements, none of which is guaranteed:

A double storey dwelling with tile roof, consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, study, two garages and servants' quarters.

*Terms:* Deposit 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen days from date of the sale. Auctioneer's charges, to be calculated as follows:

5% (five per cent) of 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 charge R100.

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

L. Smith, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.) (Ref. S. Yin/7478.)

Case 990/93

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

In the matter between **NBS Bank Limited**, f.k.a. Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Osman Ismail Bux**, First Defendant, and **Farida Banu Bux**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 25 February 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* Erf 1012, Actonville Extension 3 Township, Registration Division IR, Transvaal, situated on 1012 Padiachy Street, Actonville Extension 3, Benoni, measuring 301 (three hundred and one) square metres.

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

Building built of partly face brick, tiled roof, residence comprising lounge, TV-room, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s, dressing area. Outbuildings: Double tandum garage. Concrete walling and paving.

*The conditions of sale:*

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

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

Dated at Benoni on this the 18th day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs. Kok/NB7518.)

Case 10910/93  
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 **Khumalo Bheki Jotham**, 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 1 July 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 16228, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16228 Imbazana Street, Vosloorus Extension 16, Boksburg, measuring 418 (four hundred and eighteen) 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 19th day of May 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/K163.)

Case 21289/93  
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 **Sproul John Andrew**, 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 30 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 97, situated in the Township of Malvern East, Registration Division IR, Transvaal, being 24 McAlpine Street, Malvern East, Germiston, measuring 826 (eight hundred and twenty-six) square metres.

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

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

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

Dated at Johannesburg on this the 18th 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/S456.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and the Trustees of the time being of the **Hennie van Staden Familie Trust** (No. T428/87), 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 1 July 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 Holding 88, situated in the Township of Bootha Agricultural Holdings, Registration Division IQ, Transvaal, being 88 Ou Ventersdorp Road, Bootha Agricultural Holdings, Randfontein, measuring 1,3438 (one comma three four three eight) hectares.

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

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

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

Dated at Johannesburg on this the 18th 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/VA265/fp.)

Case 32369/93

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 **Nhlabathi, Kandazi Lucy**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

**Certain:** All right, title and interest in and to the leasehold in respect of Erf 10967 (previously known as 296), situated in the Township of Tokoza Extension 2, Registration Division IR, Transvaal, being 10967 (previously known as 296), Tokoza Extension 2, Alberton, measuring 260 (two hundred and sixty) square metres.

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

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

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

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

Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N218.)



Case 25189/93  
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 **Makomoreng, Phillip**, 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 1 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

**Certain:** All right, title and interest in and to the leasehold in respect of Erf 19968, situated in the Township of Sebokeng Unit 14, Registration Division IR, Transvaal, being Sebokeng Unit 14, Vanderbijlpark, 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 and bathroom, with outbuildings with similar construction comprising of garage.

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

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

Dated at Johannesburg on this the 18th day of 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/M709.)

Case 24376/93  
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 **Manaka, Matsemela Cain**, First Execution Debtor, and **Manaka, Nomsa Roselyn**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 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 East, 32 Von Brandis Street, Johannesburg, prior to the sale:

**Certain** Erf 973, situated in the Township of Diepkloof Extension, Registration Division IQ, Transvaal, being 973 Diepkloof Extension, Johannesburg, measuring 390 (three hundred and ninety) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family-room, bar, five bedrooms, two bathrooms with two separate toilets, with outbuildings with similar construction of two garages.

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

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

Dated at Johannesburg on this the 18th 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/M705.)

Case 01131/94  
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 **Sekharume Moshe Rampai Mathibeli**, 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 1 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

**Certain:** Erf 1683, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 1683 Zone 10, Sebokeng, Vanderbijlpark, measuring 476 (four hundred and seventy-six) square metres.

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

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

**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 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 18th 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/S.505.)

**Saak 19569/93**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Basa Investments Beslote Korporasie**, Eerste Verweerder, en **Pillay Bhawe Egambaram**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 50, soos getoon en volledig beskryf op Deelplan SS203/92 in die skema bekend as Highbury ten opsigte van die grond en gebou of geboue geleë te Killarney-dorpsgebied, in die area van die Johannesburgse Plaaslike Bestuur waarvan die vloeroppervlakte, volgens gemelde Deelplan, 88 vierkante meter groot is; (ook bekend as Woonstel 50, Highbury, hoek van Derde Laan en Negende Straat, Killarney).

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onder dak parkeerarea.

**Datum:** 19 Mei 1994.

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

**Saak 7653/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Dunkley Susan Blyth**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 19, soos getoon en volledig beskryf op Deelplan 97/1981 in die gebou bekend as Clarendon Heights, waarvan die vloeroppervlakte, volgens gemelde Deelplan, 122 vierkante meter groot is; (ook bekend as Woonstel 204, Clarendon Heights, hoek van Twist- en Brucestraat, Hillbrow, Johannesburg).

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

**Datum:** 19 Mei 1994.

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

**Saak 19571/93**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Naidoo Savathri**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 1, soos getoon en volledig beskryf op Deelplan SS123/81 in die skema bekend as Sante Fé ten opsigte van die grond en gebou of geboue geleë te Berea-dorpsgebied, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte 131 vierkante meter groot is; (ook bekend as Woonstel 101, Sante Fé, Lillystraat, Berea, Johannesburg).

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

**Datum:** 19 Mei 1994.

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

Saak 7470/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Dzivhani Samuel Isaac Fulufhelo**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 101, soos getoon en volledig beskryf op Deelplan SS116/1982 in die skema bekend as Reynard Hall ten opsigte van die grond en gebou of geboue geleë te Johannesburg-dorpsgebied, waarvan die vloeroppervlakte 69 vierkante meter groot is, ook bekend as Woonstel 905, Reynard Hall, Goldreichstraat 48, Hillbrow, Johannesburg.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met sit/eetkamer, slaapkamer, kombuis en badkamer/toilet.

*Datum:* 19 Mei 1994.

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

Saak 6374/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Messias Wayne**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein ingesien kan word:

Erf 1491, Rosettenville-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 572 vierkante meter, ook bekend as Langstraat 24, Rosettenville.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping woonhuis met portaal, sitkamer, eetkamer, sonstoep, drie slaapkamers, badkamer/stort/toilet, stoorkamer, kombuis, opwas, motorhuis en bediendekamer/toilet.

*Datum:* 19 Mei 1994.

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

Saak 671/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mgiba Norman Fanana**, Eerste Verweerder, en **Maphanga Grallie Busisiwe**, Tweede Verweederes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 24 Junie 1994 om 11:15, verkoop word deur die Balju te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor te ingesien kan word:

Erf 13521, Vosloorus-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 280 vierkante meter, ook bekend as Bonganistraat 13521, Vosloorus-uitbreiding 11.

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

*Datum:* 19 Mei 1994.

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

Saak 28102/93

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

In die saak tussen **ABSA Bank Beperk**, Applikant, en **MacDonald Evelyn George Allan**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Januarie 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 30 Junie 1994 om 10:00, by die kantore van die Balju te Parkstraat 8, Kempton Park, aan die hoogste bieder:

Erf 221, Van Riebeeckpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 225 (een twee twee vyf) vierkante meter, gehou kragtens Akte van Transport T75062/90.



*Sonering:* Woonhuis, geleë te Elginstraat 89, Van Riebeeckpark, Kempton Park.

Die reserweprys is geen, onderworpe aan bekragtiging van terme van klousule 14 van die verkoopvoorwaardes.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, twee toilette, kombuis, familie/TV-kamer, motorafdek en motor oprit.

*Terme en voorwaardes*

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

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Adjunk-Balju van Kempton Park onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-Balju.

Geteken te Johannesburg op hierdie 16de dag van Mei 1994.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. du Randt/tvr/M86.)

**Saak 4938/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Catharina Lovina O'Connor**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 13 Mei 1993 sal die ondervermelde eiendomme op 24 Junie 1994 om 10:00, deur die Balju, Thabazimbi, by die Landdroshof, Vierde Laan, Thabazimbi, aan die hoogste bieder geregtelik verkoop word:

Erf 978, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, gehou kragtens Akte van Transport T51970/1988, bekend as Nagapiepaadjie 978, Leeupoort Vakansiedorp-uitbreiding 5.

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

*Sonering:* Onbepaald.

Erf 1020, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 394 vierkante meter, gehou kragtens Akte van Transport T52340/1988, bekend as Kameeldoringweg 1020, Leeupoort Vakansiedorp-uitbreiding 5.

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

*Sonering:* Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Thabazimbi, Tweede Laan 9, Thabazimbi, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 19de dag van Mei 1994.

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

**Case 30308/93  
PH 124**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Potgieter, Neil Glenn**, 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 30 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, Lenasia North, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 5711, situated in the Township of Eldorado Park Extension 7, Registration Division IQ, Transvaal, being 54 Albama Avenue, Eldorado Park Extension 7, Johannesburg, measuring 430 (four hundred and thirty) square metres.

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

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



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

Dated at Johannesburg this 18th day of May 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.214.)

#### Case 963/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Meanimpela Zephaniah Kunene**, First Defendant, and **Cijiza Rebecca Kunene**, Second Defendant

On 22 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 2023 (formerly Erf 659), Likole Extension 1 Township, Registration Division IR Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2023 (formerly Erf 659), Likole Extension, 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 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 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 20th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorney for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0070/Miss Kent.)

#### Case 1050/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph Tshidiso Matong**, First Defendant, and **Victoria Mavundla**, Second Defendant

On 22 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 2190, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, also known as Erf 2190, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (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 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 20 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0512/Miss Kent.)

Case 7947/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ceriana Matsidiso Mathithibala N.O.**, First Defendant, and **Adam Simunza**, Second Defendant

On 22 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 First Defendant's undivided third share and Second Defendant's undivided third share in and to Erf 262, Moshoeshoe Township, Registration Division IR, Transvaal, measuring 311 (three hundred and eleven) square metres, also known as Erf 262, Moshoeshoe, 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 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 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 19 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. ML0015/CMK.)

Case 6950/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sam Mzamane Rikhotso**, Defendant

On 22 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 1027 (formerly Erf 1117) Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 472 (four hundred and seventy-two) square metres, also known as known as Erf 1027 (formerly Erf 1117), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) 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 19 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MR0022/Miss Kent.)

**Case 6558/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Aaron Khoza**, First Defendant, and **Patricia Khoza**, Second Defendant

On 22 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 954, A P Khumalo Township, Registration Division IR, Transvaal, measuring 284 (two hundred and eighty-four) square metres, also known as Erf 954, A P Khumalo, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

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

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

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

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

Dated at Germiston on 20 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MK0039/CMK.)



Case 1652/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Francois Maiketso**, Defendant

On 22 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 10919 (formerly Erf 248), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 10919 (formerly Erf 248) Tokoza Extension 2, Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 20 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0532/Miss Kent.)

Case 2477/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edward Charles du Preez**, First Defendant, and **Sonja du Preez**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 5 July 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 29 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2130, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, situated on 52 Oxpecker Crescent, Crystal Park, Benoni, measuring 864 (eight hundred and sixty-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, residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two toilets. Outbuildings: Three garages, toilet, brick paving and fenced boundary.

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631) (Ref. Mrs Kok/NB7545.)

Case 22693/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Maria Cathrina Susanna Engelbrecht**, Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria on 29 June 1994 at 10:00, to the highest bidder:

Certain Erf 2093, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 19, Registrasiegedeelte JR, Transvaal, measuring 1 000 square metres, situated at 131 Hornbill Street, Rooihuiskraal Extension 19.

*Terms and conditions:*

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

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

*Description of property:* House, lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, dressing corner.

*Outbuildings:* Double garage, servant's w.c.

*Common facilities:* Swimming-pool, brick and concrete paving and barbeque.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at Plot 83, corner of West and Gerhard Streets, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburg.

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

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1200.)

**Case 20668/94**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Louis Daniel de la Porte**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, Bon Accord, old Warmbath Road, on 8 July 1994 at 11:00, to the highest bidder:

Certain Section 2, as shown and more fully described on Sectional Plan SS84/92, in the scheme known as Lynette Park, in respect of the land and buildings situated at Erf 838, in the Township of Doornpoort, Registration Division JR, Transvaal, measuring with a floor area of 105 square metres, situated at 2 Lynette Park, Sandvgygiesingel, Doornpoort.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

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

*Description of property:* Simplex, lounge/dining-room, three bedrooms, kitchen, bathroom, shower and w.c.

*Outbuildings:* Single garage.

*Common property facilities:* Private Garden, swimming-pool, parking, court-yard, drying area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices, at Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord.

Signed at Pretoria on this 23rd day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N793.)

**Case 13542/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molelekoa Aser Lesenyeho**, First Defendant, and **Kati Sarah Lesenyeho**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 30 March 1994, the property listed hereunder will be sold in execution on Wednesday, 22 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 11280, Daveyton Township, Registration Division IR, Transvaal, measuring 348 (three hundred and forty-eight) square metres, known as 11280 Phuthi Street, Daveyton, Benoni.

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

*Main building:* Bricks under asbestos residence comprising three bedrooms, bathroom, kitchen and lounge.

*Outbuildings:* Two garages, fencing wire.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.

2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 19,25% (nineteen comma two five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

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

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

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

**Case 14259/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **William James Scott**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Benoni, and writ of execution dated 4 January 1994, the property listed hereunder will be sold in execution on Wednesday, 22 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Portion 2 of Erf 2643, Benoni Township, Registration Division IR, Transvaal, measuring 1 090 (one thousand and ninety) square metres, known as 4B Bright Street, Western Extension, Benoni.

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

*Main building:* Residence comprising three bedrooms, two bathrooms, kitchen, dining-room and lounge.

*Outbuildings:* Two garages.

*Zoned:* Residential 1.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.

2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.

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

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

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

**Saak 780/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (No. 86/04794/06), voorheen Bankorp BK, divisie Trust Bank, Eiser, en **B. L. Drotskie**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 24 Junie 1994 om 10:00:

Sekere Erf 659, geleë in die dorpsgebied Bedworthpark, Registrasieafdeling IQ, Transvaal, Achilleslaan 34, groot 1 606 vierkante meter.

*Verbeterings:* Drie slaapkamers, enkelmotorhuis, afdak, bediendekamer en betonomheining.



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

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

Gedateer te Vereeniging hierdie 17de dag van Mei 1994.

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

**Case 27357/93**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Norwood-Young Family Holdings (Pty) Ltd**, First Defendant, and **Norwood-Young, Cheryl Beatrice**, Second Defendant, and **Norwood-Young, Ralph Jeremy**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Randburg, at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 21 June 1994, at 10:00, of the under-mentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg:

Remaining extent of Holding 119, Glenferness Agricultural Holdings, Registration Division JR, Transvaal, situated at 119 Dunmaglas Road, Glenferness, Midrand, measuring 1,4297 (one comma four two nine seven) hectares, held under Deed of Transfer T78479/90.

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

**Main building:** Brick dwelling with an iron roof consisting of kitchen, entrance hall, lounge, family room, dining-room, four bedrooms and two bathrooms.

**Outbuildings:** Garage, carport, laundry, store-room.

**Zoning:** Agricultural holdings.

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

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

**Dated:** 11 May 1994.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/4N146.)

**Case 7066/94  
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 **Du Plessis, Cornelius Martinus**, 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 30 June 1994 at 10:00 of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Section 9, as shown and more fully described on Sectional Plan SS18/1992 in the scheme known as Charmonix Terrace, situated in the Township of Bassonia Extension 1, being 9 Charmonix Terrace, Soetdoring Street, Bassonia Extension 1, Johannesburg, measuring 185 (one hundred and eighty-five) square metres.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

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

A duplex flat with iron roof, comprising kitchen, lounge/dining-room, entrance hall, two separate toilets, three bedrooms and two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet and bathroom. The common property comprising of servant's room, 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 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 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.307.)

Case 24571/93

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 **Blandford: Vernon Howard**, First Execution Debtor, and **Hamilton: Louise Sharmaine**, 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 be held at 131 Marshall Street, Johannesburg, on 30 June 1994 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 493, situated in the Township of Naturena, Registration Division IQ, Transvaal, being 26 Natuur Avenue, Naturena, Johannesburg, measuring 1 183 (one thousand one 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, study, laundry, three bedrooms and bathroom with outbuildings with similar construction comprising of two cargolas and pergola.

*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 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/B.282.)

Case 1714/94

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 **Govender, Savithry**, 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 30 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, Lenasia, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 5075, situated in the Township of Lenasia Extension 1, Registration Division IQ, Transvaal, being 59 Sunbird Avenue, Lenasia Extension 1, measuring 1 010 (one thousand and then) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, sauna and shower, pantry, separate toilet, six bedrooms, three bathrooms with outbuildings with similar construction comprising of two garages, toilet and prayer room.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.132.)

## Case 1190/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Jeffrey George Newman**, First Defendant, and **Mary Wood Newman**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 March 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 June 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 596, Boksburg South Extension 3 Township, Registration Division IR, Transvaal, situated on 25 President Brand Street, Boksburg South Extension 3, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 1 196 (one thousand one hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey building built of brick and plaster, thatched roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets.

*Outbuildings:* Two garages, servants' quarters, toilet, shower, swimming-pool, lapa, paving and screen 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 5th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20025/Mrs Kok.)

## Case 11983/92

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Donovan Pretorius**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 December 1992 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 184, Lilianton Township, Registration Division IR, Transvaal, situated on 27 Ismene Street, Lilianton, in the Township of Lilianton, District of Boksburg, measuring 1 189 (one thousand one hundred and eighty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, study, kitchen, pantry, four bedrooms, one and a half bathrooms, shower, two w.c.'s, two garages, servants' quarters and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N7488P/Mrs Kok.)

## Case 10440/92

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Hermanus Johannes Schutte**, First Defendant, and **Anna Sophia Magrietha Schutte**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 October 1992 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 122, Groeneweide Township, situated on 93 Tunny Street, Groeneweide, in the Township of Groeneweide, District of Boksburg, measuring 901 (nine hundred and one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, two w.c.'s, single garage and outside w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N7484P.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andrew Pitse**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 12 August 1993 (reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 24 June 1994 at 09:00:

Stand 1546, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 151/91.

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

*Material conditions of the sale are:*

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

Dated at Brits this the 11th day of May 1994.

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

Saak 10065/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. H. Grobler**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 19 Maart 1993, sal die onderstaande eiendom op 21 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 5 van Erf 107, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, Transvaal, bekend as Diagonaalstraat 48, East Lynn, gesoneer vir 'n woonhuis.

**Beskrywing:** Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, waskamer, motorhuis en bediendetoilet.

**Verbandhouer(s):** United, Pretoriusstraat 243, Pretoria.

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 17de dag van Mei 1994.

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

Aan: Die Balju, Landdroshof, Pretoria-Noordoos.

Saak 55754/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. M. Harvey**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 1 September 1992, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Bronkhorstspuit, te Landdroshof, Bronkhorstspuit, aan die hoogste bieder op 24 Junie 1994 om 10:00:

Erf 247, geleë in die dorpsgebied Riamarpark, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, beter bekend as Saronstraat 25, Riamarpark.



*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: Drieslaapkamer-woonhuis met sitkamer, eetkamer, kombuis, twee badkamers, motorhuis en omheining.

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 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, Bronkhorstspuit.

Geteken te Pretoria op hierdie 17de 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/JR28014.)

Case 05120/94  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Franceschi: Duilio**, 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, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, of the Supreme Court, prior to the sale:

Certain Erf 1, Southfork Township, Registration Division IQ, Transvaal, area 6 025 (six thousand and twenty-five) square metres, situation Erf 1, Friuli Road, Southfork.

*Improvements* (not guaranteed): A vacant erf.

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

Dated at Johannesburg on the 17th day of May 1994.

F. R. J. Jansen, for Jansen – Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT394.)

Case 31118/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abdullah: Abubaker**, First Defendant, and **Abdullah: Brihard Magaruth Roseline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, of the Supreme Court, prior to the sale:

Certain Erf 3857, Eldorado Park Extension 2 Township, Registration Division IQ, Transvaal, area 384 (three hundred and eighty-four) square metres, situation 65 Cederberg Drive, Eldorado Park Extension 2.

*Improvements* (not guaranteed): A house under iron roof, consisting of four bedrooms, bathroom, kitchen, lounge, carport, store-room with precast and brick walls around property.

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

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

Dated at Johannesburg on the 17th 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. ForeclosuresN5:NT392.)

Case 4898/92

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

In the matter between **Eskom Finance Co. (Pty) Limited**, Plaintiff, and **Malesela Phillip Mahlaela**, Defendant

In pursuance of a judgment by the Magistrate's Court at Alberton, and writ of execution, the property listed herein will be sold in execution on Wednesday, 22 June 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Erf 3144, Likole, Registration Division IR, measuring 221 (two hundred and twenty-one) square metres, situated at 3144 Likole Extension 1, Katlehong.

*Improvements:* Residential dwelling.

*Terms:* The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff, Magistrate's Court.

Conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Boksburg.

Dated on this the 17th day of May 1994.

Maddern, for Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Ref. Maddern/Mrs Skidmore/LVH.)

Saak 1551/93

# IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **Ferngate (Pty) Ltd**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie, is daar op die ondergenoemde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 24 Junie 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 773, geleë in die dorpsgebied, Brits, groot 793 vierkante meter, bekend as Panorama Kafee, Carel de Wetweg 47, Brits.

*Verbeterings:* Erf—besigheidsperseel met 'n groot gebou en stoorkamer maar kan nie gewaarborg word nie.

*Terme:* Tien persent (10%) van die koopprys en afslagsgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingswaarborg tot bevrediging van die Eksekusieskuldeiser binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 17de dag van Mei 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO:FP: ST685/AQ0107.)

Saak 1552/93

# IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **Ferngate (Pty) Ltd**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie, is daar op die ondergenoemde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 24 Junie 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 774, geleë in die dorpsgebied, Brits, groot 793 vierkante meter, bekend as Panorama Kafee, Carel de Wetweg 47, Brits.

*Verbeterings:* Erf—onverbeterde besigheidsperseel maar kan nie gewaarborg word nie.

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingwaarborg tot bevestiging van die Eksekusieskuldeiser binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 17de dag van Mei 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO:FP: ST684/AQ0106.)

**Saak 1726/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Philippus Petrus Hermanus van der Merwe**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 13 April 1994 deur die Landdroshof, Springs, en 'n lasbrief vir eksekusie, sal die hierondervermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 24 Junie 1994 om 15:00, by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierde Straat 66, Springs, op vir voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tyde van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 726, Edelweiss-uitbreiding 1-dorpsgebied, Springs; Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T54728/93, groot 1 019 (een nul een nege) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Woonhuis en buitegeboue.

**Voorwaardes van verkoping:** Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendukoste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellendes.

Gedateer te Springs op hierdie 16de dag van Mei 1994.

W. Rossouw, vir McDonald Rossouw & Groenewald, Prokureur vir Eksekusieskuldeiser, Vyfdestraat 60, Springs. (Verw. mnr. Rossouw/il/4277.)

**Saak 2182/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. A. Mamosadi**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 17 Junie 1994 om 10:00, per publieke veiling deur die Balju, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1913, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaGuqa gehou kragtens Grondbrief T85350/91, grootte 200 (twee nul nul) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

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

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

**Saak 5415/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Afdeling), Eiser, en **S. M. Heigan**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 24 Junie 1994 om 10:00:

Sekere Resterende Gedeelte van Hoewe 217, Homestead Apple Orchards Small Holdings, Registrasieafdeling IQ, Transvaal, hoek van Derde- en Sewende Straat, groot 3,7393 hektaar.



*Verbeterings:* Onverbeter.

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

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

Gedateer te Vereeniging hierdie 16de dag van Mei 1994.

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

**Saak 1311/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Tobiehof Regspersoon**, Eiser, en **Mnr. H. P. Bosveld**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 27 Januarie 1994 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 21 Junie 1994 om 10:00, te Sinodale Sentrum, 234 Visagiestraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid No. 1 geleë te Erf 68, van die Skema bekend as Tobiehof, Skemanommer SS77/80, groot 89 vierkante meter, onder geregistreerde Titelnommer ST77/80 (1) (Unit).

(b) *Straatadres:* Tobiehof 1, Troyestraat 187, Sunnyside, Pretoria.

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

Twee en 'n half slaapkamerwoonstel, badkamer, toilet, sit- en eetkamer, kombuis, onderdakparkering en gebou met sement en stene.

2. *Verkoopvoorwaardes:*

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 18de dag van Mei 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/4860.)

**Saak 3595/92**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marupeng Piet Matlhake**, Eerste Verweerder, en **Makgama Louisa Matlhake**, Tweede Verweerder

'n Verkoping word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 24 Junie 1994 om 11:00, van:

Erf 20981 geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 332 vierkante meter, gehou kragtens Akte van Transport TL34896/91 (beter bekend as 20981, Mamelodi-Oos, Rethabile).

Besonderhede word nie gewaarborg nie.

Woonhuis met steenmure en teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

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

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

**Case 4894/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Coenraad Cornelius Buitendag**, Defendant

Pursuant to a judgment of the above court and a warrant of attachment dated 20 April 1994, the undermentioned property will be sold in execution on Tuesday, 21 June 1994, at the offices of the Sheriff, Pretoria Central, Sinodale Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Section 9 as shown and more fully described on Sectional Plan 1/1974 in the scheme known as Villa Roux, in respect of the land and building or buildings situated at Sunnyside (Pretoria) Township, Local Authority, City Council of Pretoria, measuring 78 square metres, an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the aforesaid section, held by the Defendant under Certificate of Registered Title Deed ST1/1974 (9) (Unit), also known as 102 Villa Roux, 135 Troye Street, Sunnyside, Pretoria.



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

A simplex comprising bedroom, bathroom, kitchen, lounge and dining-room.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

Signed at Pretoria on this the 16th day of May 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb S1400.)

Case 4254/94  
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 **Nkabane, Moses Siyabonga**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 30 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Site 87, situated in the Township of Entshonalanga, Registration Division IR, Transvaal, being 87 Entshonalanga Section, Tembisa, District of Kempton Park, measuring 263 (two hundred and sixty-three) square metres.

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

A detached single storey brick built residence with asbestos roof, comprising kitchen, lounge/dining-room, bedroom, with outbuildings with similar construction comprising of 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 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 3rd day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N236.)

Case 1296/94  
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 **Mascaux, Yves Gilbert Jean**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

**Certain:** Erf 1716, situate in the Township of Albertsdal Extension 6, Registration Division IR, Transvaal, being 22 Drakensberg Crescent, Albertsdal Extension 6, Alberton, measuring 945 (nine hundred and forty-five) square metres.

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

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

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

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

Dated at Johannesburg this 6th day of May, 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M771.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ngcaweni, Mbuyiselwa Christophe**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain:* Lot 8751, situate in the Township of Tokoza, Registration Division IR, Transvaal, being Site 8751, Tokoza, Alberton, measuring 342 (three hundred and forty-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 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 6th day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N233.)

Case 22955/93  
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 **Nkosi, Mabutho Daniel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain:* Erf 454, situate in the Township of Spruitview Extension 1, Registration Division IR, Transvaal, being 454 Mkhwaai Street, Spruitview Extension 1, Alberton, measuring 464 (four 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, two bathrooms and separate toilet with outbuildings with similar construction comprising of two garages.

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

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N203.)

Case 24611/92  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Kgosietsile David**, 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 30 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 Erf 30, situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 30 Emdeni Extension 2, Soweto, Johannesburg, measuring 269 (two hundred and sixty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 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 6th day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/K59.)

**Case 3491/94  
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 **Snyman Christo Johannes**,  
First Execution Debtor, and **Snyman Hilda**, 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 Magistrates Court, Vanderbijlpark, on 1 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

**Certain:** Holding 170, situated in the Township of Vaalview Agricultural Holdings, Registration Division IQ, Transvaal, being Plot 170, Vaalview, Vanderbijlpark, measuring 2,1458 (two comma one four five eight) hectares.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising garage, carport, laundry, two store rooms and swimming-pool.

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

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

Dated at Johannesburg this 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/S. 518.)

**Case 05294/94  
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 **Waters Graham**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Benoni, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

**Certain:** Erf 1047, situated in the Township of Crystal Park Extension 1, Registration Division IR, Transvaal, being 20 Heilbron Street, Crystal Park Extension 1, Benoni, measuring 1 058 (one thousand and fifty eight) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising family 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 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 & 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/W.157.)



Case 928/94  
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 **Henson, Justin Stuart**, 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, Pretoria South, on 29 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, Pretoria South, 142 Struben Street, Pretoria, prior to the sale:

Certain Erf 625, situated in the Township of Noordwyk Extension 15, Registration Division JR, Transvaal, being 625 Palm Street, Noordwyk Extension 15, Halfway House, measuring 1 075 (one thousand and seventy-five) square metres.

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.209.)

Case 22650/93  
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 **Kruger Bennie**, Execution Debtor, and **Kruger Helena Catherina**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 July 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 1601, situated in the Township of Geduld Extension, Registration Division IR, Transvaal, being 55 Hofmeyer Street, Geduld Extension, Springs, 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, two bedrooms, bathroom with outbuildings with similar construction comprising garage, toilet and two store-rooms.

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

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

Dated at Johannesburg this 6th 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/K183.)

Case 13595/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **A. G. S. and A. M. A. van Rooyen**, Defendants

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 24 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf 682 Dawn Park Extension 2, Boksburg, known as 3 Emma Street, Dawn Park Extension 2, Boksburg, measuring 809 square metres.

**Improvements** (which are not guaranteed to be correct): *Main building:* Brick under tiles, three bedrooms, two bathrooms and toilet, lounge, dining-room and kitchen. *Outbuildings:* Double garage.

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

## Case 10250/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **S. S. and D. M. Mangena**, 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 24 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf 1924, Dawn Park Extension 30, Boksburg, known as 11 Theunissen Street, Dawn Park, Boksburg, measuring 800 square metres.

*Improvements* (which are not guaranteed to be correct):

*Main building*: Brick under tiles, three bedrooms, bathroom and toilet, lounge and kitchen.

No further plans available.

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

## Case 13472/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **B. S. and E. M. Yika**, 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 24 June 1994 at 11:15, where the conditions of sale may be inspected:

Erf 2511, Dawn Park Extension 4 Boksburg, known as 48 Bushbuck Street, Dawn Park, Boksburg, measuring 792 square metres.

*Improvements* (which are not guaranteed to be correct):

*Main building*: Brick under tiles, two bedrooms, bathroom and toilet, lounge and kitchen.

No further plans available.

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 1262/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Z. Khoza**, Eerste Verweerder, en **E. F. Khoza**, 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 24 Junie 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1120, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport TL2009/89, grootte 300 (drie honderd) vierkante meter.

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

*Die wesentlike voorwaardes van verkoop is:*

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

Geteken te Pretoria-Noord hierdie 11de dag van Mei 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouse Laan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/171/EJ.)

## Saak 1921/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Poulo Stephen Monyane**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 8 Maart 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 24 Junie 1994 om 08:30, te Ludorfstraat 46, Brits, verkoop:

Sekere Erf 3868, geleë te dorp Lethlabile A, Zone 10, Registrasieafdeling JQ, Transvaal, groot 828 (agthonderd agt-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, badkamer/w.k. (met eriewe) en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Ludorfstraat 46, Brits.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600) [Verw. T. du Plessis/An (FF0103).]

Case 29581/93  
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 **Khanyile Thokozani Isaac**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 1274, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 1274 Protea Glen, Johannesburg.

*Measuring:* 216 (two hundred and sixteen) square metres.

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

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 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/K160/cb.)

Case 1130/94  
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 **Williams Calvin Claude**, 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 1 July 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 739, situated in the Township of Atlasville Extension 1, Registration Division IR, Transvaal, being 55 Pheasant Street, Atlasville, Boksburg.

*Measuring:* 1 126 (one thousand one hundred and twenty-six) square metres.

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

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

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

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

Dated at Johannesburg on this 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/cb/W.149.)



Case 14403/93  
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 **Ximba Isaac Enerst**, 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 1 July 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 8055, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8055 Vosloorus Extension 9, Boksburg.

*Measuring:* 306 (three hundred and six) square metres.

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

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

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

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

Dated at Johannesburg on this 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/cb/X5.)

Case 34078/93  
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 **Weise Jan Harms**, 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 1 July 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 429, situated in the Township of Boksburg North, Registration Division IR, Transvaal, being 10 First Street, Boksburg North.

*Measuring:* 743 (seven hundred and forty-three) square metres.

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

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

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

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

Dated at Johannesburg on this 11th 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/W144/cb.)

Case 6960/93  
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 **The G C van der Merwe Family Trust (No. 1131/91)**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

*Certain:* Erf 230, situated in the Township of Malvern, Registration Division IR, Transvaal, being 6 and 6A, 13th Street, Malvern, Johannesburg.

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

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

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

*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 11th 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/VA172.)

**Saak 20041/93**

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 **Willibald Graf**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 26 Oktober 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 21 Junie 1994 om 10:00, te Verkoopslokaal, Sinodale-sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 15 ('n gedeelte van Gedeelte 3) van Erf 106, in die dorp East Lynne, met straatadres bekend as Lanhamstraat 32, East Lynne, groot 4 188 (vierduisend eenhonderd agt-en-tagtig) vierkante meter.

Die eiendom is 'n onbeboude perseel met woonstelregte.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0136).]

**Case 3399/93**

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

in the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Frans Steyn**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Magistrate's Court, Bodenstein Street, Pietersburg, on Wednesday, 22 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 246, Peninapark Township, Registration Division LS, Transvaal (also known as 17 Timbavati Street, Peninapark, Pietersburg), measuring 1 353 (one thousand three hundred and fifty-three) square metres, held by Deed of transfer T15530/91, subject to the conditions as set out in the said deed of transfer and especially subject to the reservation of mineral rights as therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge/dining-room, kitchen, laundry, three bedrooms, bathroom/shower, bathroom/w.c., w.c., workshop, garage and servant's w.c.

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

Dated at Pretoria this 17th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S273/93.)

Case 3752/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Andre Rautenbach**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 June 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria, prior to the sale:

(a) Section 21 as shown and more fully described on Sectional Plan SS376/93 in the scheme known as Kefalonia, in respect of the land and building or buildings situated at Erf 3032, Pretoria (also known as Flat 403, Kefalonia, 335 Jacob Marais Street, Pretoria), in the area of the City Council of Pretoria Local Authority, of which the floor area according to the said sectional plan is 58 (fifty-eight) square metres; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transport ST87966/93.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One storey simplex with tiled roof consisting of living-room, dining-room, two bedrooms, bathroom, w.c., kitchen and garage.

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

Dated at Pretoria this 17th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S226/94.)

Case 25070/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Mhlele Aaron Mnguni**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Court, Kwamhlanga, on Tuesday, 21 June 1994 at 14:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 759, situated in the Township of Kwamhlanga B, in the District of Mkobola, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Grant 108/91, subject to such conditions as are mentioned or referred to therein.

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

Dwelling with tiled roof consisting of lounge, kitchen, four bedrooms, two bathrooms/w.c. and garage.

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

Dated at Pretoria on this the 17th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1859/93.)

Case 1715/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Pieter Stephanus Saunders Kotze**, First Defendant, and **Antoinette Kotze**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 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 528, Boksburg South Extension 3 Township, situated on 14 Cawood Street, Boksburg South Extension 3, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 769 (seven hundred and sixty-nine) square metres.

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

Single-storey building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets.

*Outbuildings:* Garage, servant's room, toilet, swimming-pool, concrete drive and paving.



The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20041/Mrs Kok.)

Case 10077/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stanley: Marjorie Elizabeth Beatrice**, 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, 23 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 Remaining Extent of Erf 226, Turffontein Township, Registration Division IR, Transvaal, area 465 (four hundred and sixty-five) square metres, situation 190 Park Crescent, Turffontein.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, three garages, two carports, servants' quarters with a flatlet consisting of bedroom, bathroom, kitchen with precast and brick walls around property.

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

Dated at Johannesburg on this the 16th 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. ForeclosuresN5:NT344.)

Case 20271/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Potgieter: Louis Andre**, 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, 23 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 182, Bassonia Township, Registration Division IR, Transvaal, area 1052 (one thousand and fifty-two) square metres, situated 11 Paul Newman Avenue, Bassonia.

*Improvements* (not guaranteed): A double-storey house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, jacuzzi, servants' quarters with brick walls around property.

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

Dated at Johannesburg on this the 16th 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. ForeclosuresN5:NT292.)



Saak 3190/94

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

**Saambou Bank Beperk vs Mervyn Henry Bartholomew en Patricia Grace Pretorius**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 27 Maart 1994, sal die volgende eiendom op 23 Junie 1994 om 10:00, deur die Balju, Vierde Verdieping, Standard Towers, Presidentstraat 247, per publieke veiling verkoop word:

Erf 2126, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Pinelaan 28, Primrose, Germiston, met alle verbeteringe daarop.

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

Gedateer op die 5de dag van Mei 1994.

Otto Hayes, Adverteerder, St Albansstraat 38, Brixton.

Case 6947/94  
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 **Mahole, Hlengani David**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 30 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Site 17, situated in the Township of Ibazelo, Registration Division IR, Transvaal, being 17 Ibazelo, Tembisa, Kempton Park, measuring 300 (three hundred) square metres.

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

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

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

Dated at Johannesburg this 13th day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M797.)

Case 8083/94  
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 **Botha, Dorothy**, First Execution Debtor, and **Dreyer, Amanda Rachel**, 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, Randburg, on 28 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Portion 46 of Erf 1489, situated in the Township of Bloubosrand Extension 3, Registration Division IQ, Transvaal, being 24 De Noord Crescent, Bloubosrand Extension 3, Randburg, measuring 509 (five hundred and nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, pantry, two bedrooms, separate toilet and shower, bathroom with outbuildings with similar construction comprising car-port 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, 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 16th day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.303.)

Case 34398/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobs: Rachel Kathleen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Portion 13 of Erf 2994, Ennerdale Extension 3 Township, Registration Division, area 491 (four hundred and ninety-one) square metres, situated at 13 Poseidon Street, Ennerdale Extension 3, Johannesburg.

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

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

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

Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC140.)

Case 3921/93  
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 **Armitage, Nigel Stephen**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 30 June 1994 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 492, situated in the Township of Sandringham, Registration Division IR, Transvaal, being 48 George Avenue, Sandringham, Johannesburg, measuring 1 186 (one thousand one hundred and eighty-six) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance hall, family room, three bedrooms, separate toilet, bathroom with outbuildings with similar construction comprising garage, two carports, servant's room, toilet, shower, store-room, cottage comprising bedroom, toilet, shower, lounge and kitchenette.

*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 16th 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/A.68.)

Case 7916/94  
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 **Du Plooy: Antonius**, 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 30 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 232, situated in the Township of Highbury, Registration Division IR, Transvaal, being 232 Fourth Road, Highbury, Vereeniging, measuring 8 093 (eight thousand and ninety-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, double lounge, dining-room, entrance hall, bar, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages and servant's room.

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

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

Dated at Johannesburg on this the 16th 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.240.)

**Case 4063/93  
P.H. 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Venter Dawid Benjamin**, 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 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 30, situated in the Township of Ridgeway, Registration Division IR, Transvaal, being 9 Longfellow Street, Ridgeway, Johannesburg, measuring 756 (seven hundred and fifty-six) square metres.

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

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

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

Dated at Johannesburg this 13th day of May 1994.

B. W. Webber, Plaintiff's Attorneys, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/V98.)

**Case 7882/93  
P.H. 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkosi, Ellence Boy**, First Execution Debtor, and **Nkosi, Gladys Mmamuthi**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1787, situated in the Township of Zondi, Registration Division IQ, Transvaal, being 1787 Moluli Street, Zondi Soweto, Johannesburg, measuring 240 (two hundred and forty) square metres.

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

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

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

Dated at Johannesburg this 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/fp/N167.)



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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kretschmann Wolfgang**, 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, 1 July 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 Portion 19 of Erf 240, situated in the Township of Beyers Park, Registration Division IR, Transvaal, being 21 North Rand Road, Beyers Park, Boksburg, measuring 2 617 (two thousand six hundred and seventeen) 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, laundry/scullery, sewing room, dressing room, three bedrooms, two and a half bathroom with outbuildings with similar construction comprising two garages, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg this 13th 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/K67.)

## Case 174/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Philemon Ngcobo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 10 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 4753, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, situated on 4753, Etwatwa Extension 1, Daveyton, District of Benoni, measuring 400 (four hundred) square metres.

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

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs. Kok/N20026.)

## Case 14692/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jakobus Daniel Jonker**, First Defendant, and **Chimaine Naomi Jonker**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 16 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* Erf 1946, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, situated on 26 Von Broemb-sen Street, Crystal Park, District of Benoni, measuring 826 (eight hundred and twenty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster, tiled roof, residence comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers and two toilets. *Outbuildings:* Garage and toilet. Swimming-pool.



*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs. Kok/N20022.)

**Case 11399/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Bekimpi John Mtembu**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 June 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 30259, Daveyton Township, Registration Division IR, Tranvaal, situated on 30259 Kutumela Street, Daveyton, District of Benoni, measuring 220 (two hundred and twenty) square metres.

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

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs. Kok/N20004.)

**Case 51/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NAMAKGALE HELD AT NAMAKGALE**

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **K. R. Malatji**, Defendant

In pursuance of a judgment by the above Honourable Court, and a warrant of execution against property the property described as Kgalane Bar Lounge, Selwane Village, District of Namakgale, will be sold in front of the Magistrate's Offices at Namakgale, by the Sheriff on 28 June 1994 at 15:00, without reserve to the highest bidder:

*Improvements* (which are not warranted to be correct and not guaranteed).

Kgalane Bar Lounge, Selwane Village, District of Namakgale.

*The material conditions of the sale are:*

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed.

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.

Dated at Pietersburg on this 15th day of April 1994.

P. J. Luyt, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. J. Luyt/AP/PC4548.)

**Case 140/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NAMAKGALE HELD AT NAMAKGALE**

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **M. V. Mashego**, Defendant

In pursuance of a judgment by the above Honourable Court, and a warrant of execution against property the property described as 1007 Unit D, Namakgale, will be sold in front of the Magistrate's Offices at Namakgale, by the Sheriff on 28 June 1994 at 15:00, without reserve to the highest bidder:

*Improvements* (which are not warranted to be correct and not guaranteed).

Residential Dwelling.

*The material conditions of the sale are:*

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed.

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.

Dated at Pietersburg on this 15th day of April 1994.

P. J. Luyt, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. J. Luyt/AP/PC153.)

Case 1301/94  
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 **Lepheane Simon Mathibela**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* All right, title and interest in and to the leasehold in respect of Erf 1938, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1938 Protea Glen Extension 1, Soweto.

*Measuring:* 264 (two hundred and sixty-four) square metres.

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

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 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/L.242.)

Case 25869/93  
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 **Van den Berg Hendrik Jacobus**, First Execution Debtor, and **Van den Berg Denise Myrtle**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

*Certain:* Erf 48, situated in the Township of Southdale, Registration Division IR, Transvaal, being 5 Folly Close, Southdale, Johannesburg.

*Measuring:* 700 (seven hundred) square metres.

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

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

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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/VA262.)

**Case 02769/94  
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 **Silva Manuel Cesar da Conceicao**, First Execution Debtor, and **Silva Maria Julia Viola**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 30 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

**Certain:** Erf 788, situated in the Township of Terenure Extension 16, Registration Division IR, Transvaal, being 4 Veldblom Street, Terenure Extension 16, Kempton Park.

**Measuring:** 1 056 (one thousand and fifty-six) square metres.

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

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

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

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

Dated at Johannesburg on this 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/S.514.)

**Saak 59515/93**

# IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Van Zyl C. S.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 13 Januarie 1994, sal die onderstaande eiendom op 21 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 326, geleë in die dorpsgebied Colbyn, Registrasieafdeling JR, Transvaal, bekend as Manningstraat 19, Colbyn.

Gesoneer vir 'n verdeelbare woonhuis.

**Beskrywing:** Dubbelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, kombuis, TV kamer, twee toilette, twee badkamers, vier slaapkamers, studeerkamer, twee motorhuise, twee afdakke, bediendekamer, toilet en swembad.

**Verbandhouer(s):** Eerste Nasionale Bank, Kerkplein, Pretoria.

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 2de dag van Mei 1994.

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

Case 9029/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Taila Thomas Mahlangu**, First Defendant, and **Morongwe Shirley Mahlangu**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 3 August 1993, the undermentioned property will be sold in execution on Thursday, 23 June 1994 at 10:00 at the offices of the Sheriff Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 4100 situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 297 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL23263/86, also known as 173 Moroe Street, Atteridgeville.

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 two bedrooms, bathroom, kitchen, lounge/dining-room, garage, store-room and outside toilet.

The conditions of sale which will be read immediately prior to the sale are lying for inspection at the offices of the Sheriff Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

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

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorney for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Ref. eb X263.)

Case 29575/93

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

In the matter between **De Jongh & Pienaar**, Plaintiff, and **Johannes Jacobus Nel**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Pretoria, dated 24 June 1993, and writ of execution issued, the following property will be sold in execution on Tuesday, 21 June 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Pretoria Central, 234 Visagie Street, Sinnodale Centre, Pretoria, to the highest bidder; viz:

A unit consisting of:

(a) Section 31 as shown and more fully described on Sectional Plan SS182/81 in the scheme known as Heimar in respect of the land and building or buildings situated at Erf 1155 Sunnyside Township, Local Authority City Council of Pretoria of which section the floor area according to the sectional plan is 76 (seventy-six) 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 virtue of Deed of Transfer ST16876/1993.

Street address: 312 Heimer Flats, 163 Rissik Street, Sunnyside.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: Two bedroomed flat, under cover parking, combined dining and sitting rooms, bathroom, kitchen. Special use or exemptions: None.

1. *Terms*: 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 18,25% (eighteen 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 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 Sheriff of the Magistrate's Court (Central) at 30 Margaretha Street, Pretoria Central.

De Jongh & Pienaar, Attorneys, 236 Hilda Street, Hatfield, 0083. (Tel. 342-1532.) (Ref. N. de Jongh/J125/93.)

Case 11282/92  
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 **Viney Ronald Edward**, 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 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg prior to the sale.

*Certain*: Erf 562, situated in the Township of La Rochelle, Registration Division IR, Transvaal, being 44, 10th Avenue, La Rochelle, Johannesburg.

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



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

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

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

Dated at Johannesburg this 3rd day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/V.47.)

Case 31173/92  
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 **Lekoape Richard**, Execution Debtor, and **Lekoape Paulina Lizzie**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

**Certain:** Erf 5633, situated in the Township of Etwatwa Extension 3, Registration Division IR, Transvaal, being 5633, Etwatwa Extension 3, Daveyton, Benoni, measuring 387 (three hundred and eighty-seven) square metres.

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

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

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

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

Dated at Johannesburg this 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/L.167.)

Case 6486/94  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Groome, Kevin Alan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

**Certain:** Portion 4 of Erf 581, Eastleigh Township, Registration Division IR, Transvaal, area 1 130 (one thousand one hundred and thirty) square metres, situation 28 Consalvas Avenue, Eastleigh, Edenvale.

**Improvements** (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, swimming-pool, servants' quarters 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.

Dated at Johannesburg on this the 4th 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. ForeclosuresN6: NL1.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mengoai Matuku Archibald**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 30 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

*Certain:* Erf 369, situated in the Township of Teanong, Registration Division IR, Transvaal, being 369 Teanong, Tembisa, Kempton Park, measuring 304 (three hundred and four) square metres.

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

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

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

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

Dated at Johannesburg this 17th day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M69.)

## Case 975/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Marius Johannes Pietersen**, First Defendant, and **Melinda Snyders**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 1 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Erf 1146, Vandykpark Township, situate on 23 Marula Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 841 (eight 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 an entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., carport, staffroom and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00095/Mrs Teixeira.)

## Case 8963/93

## 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 **Anthony Jacobus Matthysen**, First Defendant, and **Alice Margaret Matthysen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 27 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 1 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Erf 494, Reiger Park Extension 1 Township, situate on 49A Aster Street, Reiger Park Extension 1, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 363 (three hundred and sixty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, shower and w.c. and a servant's room.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6354/Mrs Teixeira.)

Saak 65/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **N. S. Mnguni**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 5 Augustus 1993, en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom op 28 Junie 1994 om 11:00, te Ekangala, geregtelik verkoop sal word, naamlik:

Erf 2510-2511, Blok D, Ekangala, ook bekend as Erf 2510-2511, Blok 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. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 17de dag van Mei 1994.

Wessels Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 12-0057/8/9.] (Verw. CV/P152.)

Saak 56112/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **A Lietsiso**, Eksekusieskuldeiser, en **Du Plessis**, handelende as Doepts Konstruksie, Eksekusieskuldenaar

In terme van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder maar onderhewig aan die goedkeuring van die Eiser, gehou word deur die Balju, Pretoria-Noord-Oos, te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 21 Junie 1994 om 10:00, op voorwaardes wat nagegaan mag word gedurende kantoorure ten kantoor van voormelde Balju en wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem.

Die eiendom wat verkoop sal word, is beskryf as: Alle reg, titel en belang in Erf 3771, Eersterus-uitbreiding 6, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport 16490/86, groot 880 vierkante meter.

Die volgende verbeteringe is aangemeld op die eiendom, maar niks word egter gewaarborg nie: Woonhuis.

*Terme:* Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant na ondertekening van die voorwaardes van verkoop aan die geregsbode betaal en die balans is betaalbaar teen transport en moet verseker word deur 'n bank- of bougenootskapwaarborg goedgekeur deur prokureurs vir Eiser. Gemelde waarborg moet binne 14 (veertien) dae na datum van verkoping aan gemelde geregsbode gelewer word.

Geteken te Pretoria hierdie 20ste dag van Mei 1994.

Ehlers Ingelyf, R & J Gebou, Vierde Verdieping, Kerkstraat 421, Pretoria. (Verw. mnr. vd Schyff/CJ/V99/93.)

Saak 82886/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Santa Maria Regspersoon**, Eiser, en **B. A. J. de la Rey**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 26 Januarie 1994, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 21 Junie 1994 om 10:00, te Sinodale Sentrum, 234 Visagiestraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 21 geleë te Erf 1171, van die skema bekend as Santa Maria, Skemanommer SS37/81, groot 73 vierkante meter onder geregistreerde Titelnommer ST34939/1993.

(b) *Straataadres:* Santa Maria-woonstelle 210, Gerhard Moerdykstraat 136, Sunnyside, Pretoria.

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

Tweeslaapkamerwoonstel, badkamer, toilet, sit- en eetkamer, kombuis, toesluitmotorhuis, 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 Landdroshowe, No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

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



2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

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

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 332-2401.) (Verw. E. Y. Stuart/AM/4725.)

#### Case 2131/91

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited, Plaintiff, and **Frederick Hendrik Johannes van Tonder**, Defendant

In pursuance of a judgment in Court for the Magistrate of Benoni and writ of execution dated 24 September 1993, the property listed hereunder will be sold in execution on 29 June 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1028, Crystal Park Extension 1 Township, Registration Division IR, Transvaal, measuring 813 (eight hundred and thirteen) square metres, held under Deed of Transfer T44334/90 dated 15 November 1990, situated at 13 Beacon Street, Crystal Park Extension 1, Benoni.

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

Single-storey dwelling detached, brick and plaster, tiled roof, fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, outside toilet, brick and drive and patio.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 214 Arcadia, 84 Princes Avenue, Benoni.

Dated at Benoni on this the 18th day of May 1994.

J. H. Boshoff, Attorney for the Plaintiff, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Boshoff/lm/A212/91.)

#### Saak 209/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. No. 87/01384/06, Eiser, en **S. P Mothibi**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 28 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 24 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

*Eiendom:* Erf 62211, Sebokeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 vierkante meter.

*Verbeterings:* Teëldak, omheining, volvloermatte, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

*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 koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 17de dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 812-0316.) (Verw. I.40009/ip.)



Saak 649/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **I. O. Zulu**, Eerste Verweerder, en **E. Zulu**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju van Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3028, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied KwaGuqa-uitbreiding 5, gehou kragtens Grondbrief TL68834/90, grootte 200 (twee nul nul) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 18de dag van Mei 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 648/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **S. T. Motau**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3393, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied KwaGuqa-uitbreiding 5, gehou kragtens Grondbrief TL41094/91, grootte 291 (twee nege een) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% (tien persent) in 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 Witbank op hierdie 18de dag van Mei 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 3259/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **K. L. Mumba**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3231, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van KwaGuqa-uitbreiding 5, gehou kragtens Grondbrief TL83576/91, grootte 268 (twee ses agt) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 18de dag van Junie 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 3551/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **Harrymans Mahlangu**, Eerste Verweerder, en **Lucy Nowi Mahlangu**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju van Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3557, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief TL36854/90, grootte 200 (twee nul nul) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 18de dag van Mei 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 5060/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **S. A. Thabethe**, Eerste Verweerder, en **K. R. Thabethe**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3740, tesame met die verbetering of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief TL47259/90, grootte 240 (twee vier nul) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) in 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 Witbank op hierdie 18de dag van Mei 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 646/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **G. M. Moroenyane**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2173, tesame met die verbetering of geboue daarop geleë in die dorpsgebied van Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief TL818/92, grootte 200 (twee nul nul) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 18de dag van Junie 1994.

J. van Rensburg, vir Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 1806/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERSBURG HELD AT PIETERSBURG

In the matter between **Saambou Bank Beperk**, Plaintiff, and **Mathews Maphuti Sebone**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 22 March 1994, and subsequent warrant of execution on the following property will be sold in execution on 29 June 1994 at 14:00, at the offices of the Magistrate, Seshego, namely:

Unit 1159 Zone H Seshego, District of Seshego, measuring 450 square metres, held under Deed of Grant 556/90 also known as Unit 1159, Zone H, Seshego.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 68 Hans Van Rensburg Street, Pietersburg, and contains inter alia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.

Dated at Pietersburg on this the 19th day of May 1994.

H. S. J. Grobler, for Henstock, Green & Grobler, Second Floor, Pionier Building, 52 Landdros Mare Street; P.O. Box 65, Pietersburg, 0700. [Tel. (0152) 295-9110.] (Ref. AVDM/IS0088.)

Saak 190/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **D. J. en D. R. Kunene**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landdroshof van Hendrina en 'n lasbrief vir eksekusie gedateer 26 Januarie 1994, sal die vaste eiendom hieronder genoem in eksekusie verkoop word op Dinsdag, 21 Junie 1994 om 10:00, voor die Landdroskantoor te Kerkstraat, Hendrina:

Erf 825, Uitbreiding 1, kwaZamokunle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 290 (tweehonderd en negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL70323/89.

Die eiendom synde 'n enkelverdiepingwoonhuis, bestaande uit sit-/eetkamer, vier slaapkamers, badkamer, toilet apart en kombuis (ten opsigte waarvan egter geen waarborg gegee word nie), word voetstoots verkoop aan die hoogste bieder wie alle agterstallige heffings, belastinge, Balju-fooie en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Hendrina, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Datum: 23 Mei 1994.

Geteken te Hendrina op 19 Mei 1994.

S. C. Serfontein, vir Birman & Serfontein, Prokureur vir Eiser, Moutonstraat 35, Posbus 194, Hendrina, 1095. (Tel. 325-3740.)

Saak 191/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **A. M. Mbethe**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Hendrina en 'n lasbrief vir eksekusie gedateer 8 Februarie 1994, sal die vaste eiendom hieronder genoem in eksekusie verkoop word op Dinsdag, 21 Junie 1994 om 10:00, voor die Landdroskantoor te Kerkstraat, Hendrina:

Erf 851, Uitbreiding 1, kwaZamokunle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL88209/88.

Die eiendom synde 'n enkelverdiepingwoonhuis, bestaande uit sit-/eetkamer, drie slaapkamers, badkamer en kombuis (ten opsigte waarvan egter geen waarborg gegee word nie), word voetstoots verkoop aan die hoogste bieder wie alle agterstallige heffings, belastinge, Balju-fooie en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Hendrina, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Datum: 23 Mei 1994.

Geteken te Hendrina op 19 Mei 1994.

S. C. Serfontein, vir Birman & Serfontein, Prokureur vir Eiser, Moutonstraat 35, Posbus 194, Hendrina, 1095. (Tel. 325-3740.)

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Libra Personnel BK**, Eerste Respondent, en **De Klerk André**, Tweede Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 14 April 1994, en 'n lasbrief vir eksekusie word die volgende eiendom van die Tweede Verweerder, in eksekusie verkoop op 23 Junie 1994 om 10:00, by die kantore van die Balju te Kempstonlaan 49, Benoni, aan die hoogste bieder:

Erf 345, Morehill-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 319 (een drie een nege) vierkante meter, gehou kragtens Akte van Transport T23601/1989.

*Sonering:* Woonhuis, geleë te Libralaan 35, Morehill-uitbreiding 2, Benoni.

Die reserweprys is geen, onderworpe aan bekragtiging in terme van klousule 14 van die verkoopvoorwaardes, en bestaande uit die volgende:

*Beskrywing:* Drieslaapkamerwoonhuis met sitkamer, eetkamer, TV-kamer, ingangsportaal, speelkamer, badkamer in hoofslaapkamer, kombuis, opwaskamer, gaste toilet, studeerkamer, koelkamer, toilet, stort, sauna, dubbelmotorhuis, swembad, vier motorafdakke, bedienekamer met geriewe, besproeiingsstelsel en (3/4) driekwart omhein.

*Terme en voorwaardes:*

*Terme:* Die kooprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Adjunk-balju van Benoni, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Johannesburg op hierdie 20ste dag van Mei 1994.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3858.] [Fax. (011) 331-9700.] (Verw. mnr. Du Randt/tvr/L45.)

Case 1618/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petrus Fannie Dhlamini**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution, issued on 5 April 1994, the property listed hereunder will be sold in execution on Friday, 24 June 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 33565 (formerly 795), Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as 795 Tsakane Extension 1, Brakpan.

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

*Main building:* Residence comprising two bedrooms, bathroom, kitchen and lounge.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum, on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 16th day of May 1994.

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



Case 4219/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph Nginga Mbonani**, First Defendant, and **Emmah Lizzie Mbonani**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued 17 May 1993, the property listed hereunder will be sold in execution on Friday, 24 June 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18326, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, known as 18326 Tsakane Extension 8, Brakpan.

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

*Main building:* Bricks under tiles residence comprising lounge, two bedrooms, bathroom plus toilet and kitchen. Fencing: Wire. Zoned: Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.
  2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
  3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
  4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
  5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
  6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
  7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.
- Dated at Benoni on this the 13th day of May 1994.
- H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref: HJF/Miss Narrendas.)

Case 12171/92

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Ferguson Wowo Nxele**, First Defendant, and **Johanna Rebecca Nxele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued 30 March 1994, the property listed hereunder will be sold in execution on Friday, 24 June 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18469, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as 18469 Tsakane Extension 8, Brakpan.

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

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

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.

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

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

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

**Case 3873/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Queen Kgokgo Mabena**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued 30 March 1994, the property listed hereunder will be sold in execution on Friday, 24 June 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18581, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18581, Tsakane Extension 8, Brakpan.

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

*Main building:* Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. Fencing: Wire. Zoned: Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 22% (twenty-two per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.

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

Dated at Benoni on this the 16th day of May 1994.

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

**Saak 1517/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

In die saak tussen **Johannesburg Municipal Second Pension Fund**, Eiser, en **Madimetja Stanley Movalo**, 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, 24 Junie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Perseel 1531, geleë in die dorpsgebied Lakeside, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL24631/91, grootte 233 (tweehonderd drie-en-dertig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): 'n Enkelverdiepingwoonhuis onder geteelde dak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en spoellatrine.

*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 19de dag van Mei 1994.

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

Saak 22676/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Werner Cronje**, Eerste Verweerder, en **Renita Alexea Cronje**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Pretoria Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, op 21 Junie 1994 om 10:00, van:

Gedeelte 1 van Erf 209, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T96570/93 (beter bekend as Frederikastraat 716, Rietfontein).

Besonderhede word nie gewaarborg nie.

Woonhuis met baksteenmure, teëldak, sitkamer, eetkamer, kombuis, TV-kamer, vier slaapkamers, twee badkamers, vloere van vinyl en volvloermatte, ingeboude kaste, vier motorafdakke en bediendekamer.

Besigtig voorwaardes by die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Mej. Kriel/avg.)

Saak 30480/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobs, Daniël Philippus**, Eerste Verweerder, en **Jacobs, Jacoba Petronella Christiena**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning gedateer 24 Februarie 1994, sal 'n verkoping van onroerende eiendom gehou word te die Verkooplokaal van die Balju van die Hooggeregshof, Randburg, op 28 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Randburg, te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, voor die verkoping ter insae sal lê:

Deel 22, Zymel Gardens, Duchesslaan, Windsor.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Die eiendom is 'n steengebou bestaande uit twee slaapkamers, badkamer, eetkamer, sitkamer, kombuis en ingangsportaal met matte en 'n teëldak.

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde (5% op die eerste R20 000 en daarna 3% met 'n maksimum van R6 000 plus BTW) in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskapwaarborg of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Florida op hierdie 16de dag van Mei 1994.

Scholtz & Botha, Eiser se Prokureurs, Budget House, Negende Verdieping, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 787-5980.) (Verw. mnr. Scholtz/RP/CT1005.)

Case 12437/93

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, Tshidiso Josias**, 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 30 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 Erf 14006, situated in the Township of Vosloorus Extension 10, Registration Division IR, Transvaal, being 14006 Umqokola Street, Vosloorus Extension 10, Boksburg, measuring 286 (two hundred and eighty-six) square metres.

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

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

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

Dated at Johannesburg on this the 20th day of 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.167.)



Case 34161/92  
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 **Ndaba, Thabo Joseph**, 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 1 July 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 868, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 868 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/dining-room, three bedrooms and bathroom.

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

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

Dated at Johannesburg on this the 20th day of 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/N143.)

Case 4817/89  
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 **Nkosi, Dhepho Luka**, 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 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* All right, title and interest in and to the leasehold in respect of Erf 994, situated in the Township of Moroka, Registration Division IQ, Transvaal, being 994 Kunene Street, Moroka, Soweto, Johannesburg, measuring 327 (three hundred and twenty-seven) square metres.

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

Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N259.)

Case 27650/93  
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 **Mabaso, Jabulani**, 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 1 July 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* Lot 16147, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16147 Incaple Street, Vosloorus Extension 16, Boksburg, measuring 444 (four hundred and forty-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 20th 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/M720/fp.)

**Case 21432/93**

**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 **Tshabangu Tinono Petrus**, First Execution Debtor, Tshabangu Catherine Busisiwe, Second Execution Creditor

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 1 July 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 316, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 316 Mohomane Crescent, Vosloorus Extension 5, Boksburg, measuring 282 (two hundred and eighty-two) square metres.

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

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

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

Dated at Johannesburg on this the 20th day of 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/T144.)

**Case 34553/92**

**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 **Maré, Clifford Pierré**, 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 30 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 124, situated in the Township of Wychwood, Registration Division IR, Transvaal, being 47 Price Road, Wychwood, Primrose, Germiston, measuring 1 171 (one thousand one hundred and seventy-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, three bedrooms and bathroom with outbuildings with similar construction comprising of two garages, servant's room, bathroom and store-room.

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

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

Dated at Johannesburg on this the 20th 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/M503.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Motaung, Ngaka Doctor**, First Execution Debtor, and **Motaung, Tabitha Lizzy**, 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 1 July 1994 at 11:15 of the undermentioned property of the Defendants 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 16376 situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16376 Makhofe, Vosloorus Extension 16, Boksburg.

*Measuring:* 380 (three 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, 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 of 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 19th day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M665.)

Saak 351/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Rofeco CC**, Verweerder

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 20 April 1994, sal die onderstaande eiendom verkoop word op 23 Junie 1994 om 10:00, by die kantore van die Balju te Meyerton te Lochstraat 51.

Die volgende onroerende eiendom sal te koop aangebied word: Hoewe 106 Blignautsrus-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 hektaar.

(Hierdie inligting word verskaf maar nie gewaarborg nie.)

*Verkoopvoorwaardes:*

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

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank- of bougenootskapswaarborg gelewer op die dag van die verkoping;

(b) die balans, tesame met rente daarop betaalbaar bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in die naam van die koper, betaalbaar is in kontant binne 14 dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne veertien dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Geregsbode te Meyerton 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 te Meyerton en by die Eiser se prokureur en sal deur die afslaaers voor die verkoping uitgelees word.

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 19de dag van Mei 1994.

Gerrie Odendaal en Kie., Prokureur vir Eiser, Lochstraat 17A, Posbus 566, Meyerton, 1960. (Verw. G. H. Odendaal/mb.)

Saak 10228/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Gerhard van Heerden**, Verweerder

Erf 130, geleë in Ohenimuri IQ, groot 972 vierkante meter, geleë op die hoek van Jennie- en Paullaan, Ohenimuri, T8006/1985, eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 1 Julie 1994 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrekk nie.



Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju Vereeniging, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 20ste dag van Mei 1994.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureur vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

**Saak 86692/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Susanna Elizabeth Maria de Beer**, Verweerder Erf 121, Ohrigstad, Registrasieafdeling KT, Transvaal, groot 1 962 vierkante meter, geleë te Trichardtstraat 121, Ohrigstad, T10159/1972, Eksekusieveiling te die Landdroshof, Voortrekkerstraat, Lydenburg, op 6 Julie 1994 om 08:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met gewone munisipale dienste soos elektrisiteits- en wateraansluitings en is die eiendom verder onverbeterd. Die eiendom se sonering is onbepaald. Die bovermelde word nie gewaarborg nie en moet voornemende kopers hulleself van die aard en toestand van die gesegde verbeterings vergewis.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Lydenburg, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 20ste dag van Mei 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Olivier.)

**Saak 13047/94**

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Mlotshwa Petrus Jan**, ID. No. 5710255713082, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 24 Junie 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 21266, in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 280 (twee honderd en tagtig) vierkante meter, gehou kragtens Akte van Transport TL18626/88, hierdie eiendom is geleë te RY 21266 Mamelodi.

Die volgende verbeterings is op die eiendom aangebring: Twee slaapkamers, badkamer en toilet.

*Konstruksie:* Baksteenhuis met teëldak, herculite ceiling en grano vloer.

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

*Terme:*

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1273.)

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Mabasa Abel**, ID. No. 5010085425084, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 24 Junie 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 994, in die dorp Mamelodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL37955/87.

Hierdie eiendom is geleë te 994 Mamelodi-uitbreiding 2.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

*Konstruksie:* Baksteenmure, herculite ceiling, VA teëls en teëldak.

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

*Terme:*

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1261.)

Saak 60221/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Bos Simon**, Identiteitsnommer 6102025090083, Eerste Verweerder, en **Bos Lindsay Jean**, Identiteitsnommer 6301010111009, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Noord-Oos te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 21 Junie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Noord-Oos, te Pretoriusstraat 1210, Hatfield, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 3 van Erf 205, in die dorp East Lynne, Registrasieafdeling JR, Transvaal, groot 951 (negehonderd een-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T30285/91.

Hierdie eiendom is geleë te 28 Rooihaaskoppielaan, East Lynne.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Konstruksie:* Vloere: Matte en novilon. *Mure:* Baksteen. *Dak:* Yster. *Buitegeboue:* Huishulpkamer en dubbel afdak.

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

*Terme:*

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborg 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 Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A752.)

Saak 16160/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Phokela Johannes Selowa**, Eerste Verweerder, en **Rebecca Malebo Selowa**, Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 28 September 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 24 Junie 1994 om 11:00, te:

Kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule), ou Warmbadpad, Bon Accord.

Die eiendom wat aldus te koop aangebied sal word, is: Erf 243, Blok GG, geleë in die dorpsgebied Soshanguve, Registrasieafdeling JR, Transvaal, groot 904 (nege nul vier) vierkante meter, gehou kragtens Sertifikaat van Reg van Huur-pag 2444/90, ook bekend as 2341 Blok GG, Soshanguve.

*Verbeterings:* Sitkamer, kombuis en drie slaapkamers.

*Die konstruksie van die gebou:* Steenmure, teëldak, grano-vloere, Herculite-plafonne.

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

Geteken te Pretoria hierdie 24ste dag van Mei 1994.

J. J. S. du Preez, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. J. du Preez/AS6.)

**Saak 16158/93**

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Choice Housing Projects**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Mei 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder, op 29 Junie 1994 om 10:00:

Erf 32, geleë in die dorpsgebied Maroelana, Registrasieafdeling JR, Transvaal, groot 1 554 (eenduisend vyfhonderd vier-en-vyftig) vierkante meter (beter bekend as Pinasterstraat 50, Maroelana).

*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 Vier-slaapkamerwoonhuis met sitkamer, eetkamer, kombuis, twee badkamers, twee storte, TV-kamer, ingangsportaal, twee motorhuise met volvloermatte.

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-Oos.

Geteken te Pretoria op hierdie 24ste 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/JR38020.)

## VERKOPINGS

Al die verkoping sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 17 Junie 1994 om 10:00.

*Eksekusiekrediteur:* **Nedcor Bank Beperk.**

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

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

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

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

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

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

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



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

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

**Saaknommer:** 8043/93.

*Vonnisskuldenaar:* **D. A. Koalibane.**

*Eiendom:* Gedeelte 6 van Erf 8021, Evaton West, Registrasieafdeling IQ, Transvaal.

*Grootte van eiendom:* Groot 275 vierkante meter.

*Beskrywing van eiendom:* Woonhuis met geen buitegeboue.

*Straatadres van eiendom:* Gedeelte 6 van Erf 8021, Evaton West, Vanderbijlpark.

*Rente op vonnisskuld:* 17,25% (sewentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat; Posbus 38, Vereniging, 1930. (Verw. mev. Davel/6/554.)

### VERKOPINGS

Al die verkoping sal gehou word by die kantore van die Balju, Lochstraat 51, Meyerton, 1960, op Donderdag, 30 Junie 1994 om 10:00.

*Eksekusiekrediteur:* **Nedcor Bank Beperk.**

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

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

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

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

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

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

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

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

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

**Saaknommer:** 9445/92.

*Vonnisskuldenaar:* **A. G. Wallace en A. C. Wallace.**

*Eiendom:* Gedeelte 20 van Erf 203, Kliprivier-dorpsgebied, Registrasieafdeling IR, Transvaal.

*Grootte van eiendom:* Groot 927 vierkante meter.

*Beskrywing van eiendom:* Woonhuis met buitegeboue.

*Straatadres van eiendom:* Louw Wepenerstraat 7, Kookrus, Meyerton, 1962.

*Rente op vonnisskuld:* 19,25% (negentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat; Posbus 38, Vereniging, 1930. (Verw. mev. Davel/6/447.)

### Case 27118/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Phidias Christodoulou**, First Defendant, and **Platon Christodoulou**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, to the highest bidder:

Certain Erf 972, situated in the Township of Waverley, Registration Division JR, Transvaal, measuring 2 552 square metres, situated at 1437 Starkey Avenue, Waverley, Pretoria.

*Terms and conditions:*

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

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

*Description of property:* House, lounge, dining-room, kitchen, three bedrooms, family room, two bathrooms, study room, scullery, shower, entrance-hall and two w.c.'s.

*Outbuildings:* Double garage, three carports, servant's room, laundry and w.c.

*Other:* Borehole, swimming-pool, paving, metal fence and gates.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 24th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N930.)

#### Case 10000/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Wayne Hoaten**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 603 A Olivetti House, corner of Schubart and Pretorius Street, Pretoria, on 14 July 1994 at 10:00, to the highest bidder:

Certain Portion 36 of Erf 3318, situated in the Township of Elandspoort, Registration Division JR, Transvaal, measuring 251 square metres, situated at 178 Vergeet-my-Nie Street, Elandspoort.

*Terms and conditions:*

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

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

*Description of property:* House.

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

*Outbuildings:* Single carpot and w.c.

*Other:* Screen walls, brick and cement paving and court-yard.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 24th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1165.)

#### Case 14575/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Johan Jurgens Visser**, First Defendant, and **Maria Elizabeth Visser**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 603 A Olivetti House, corner of Schubart and Pretorius Street, Pretoria, on 14 July 1994 at 10:00, to the highest bidder:

Certain Portion 1 of Erf 444, situated in the Township of Claremont, Pretoria. Registration Division JR, Transvaal, measuring 1275 square metres, situated at 888 Mineral Street, Claremont, Pretoria.

*Terms and conditions:*

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

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

*Description of property:* House.

Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., shower and laundry.

*Outbuildings:* Single garage, servant's room and w.c.

*Other:* Walls and gates.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 25th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1167)

Saak 677/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jeanette Elizabeth Janse van Rensburg**, Verweerder  
'n Verkoop word gehou te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 21 Junie 1994 om 10:00, van:  
Erf 29, geleë in die dorpsgebied Deerness, Registrasieafdeling JR, Transvaal, groot 1011 vierkante meter, gehou  
krachtens Akte van Transport T45037/79 (beter bekend as Douniestraat 698, Deerness).

Besonderhede word nie gewaarborg nie.

Woonhuis onder sink, drie slaapkamers, sitkamer, eetkamer, badkamer, toilet, kombuis, waskamer en dubbelmotorhuis.  
Besigtig voorwaardes by Balju, Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. mnr. Ferreira/HVDM.)

Case 94/03236

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogashoa Benet Thabiso**, First Defendant, and  
**Mogashoa Evelyn Mankwe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned  
suit, a sale without reserve will be held by the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik  
Streets, Krugersdorp, on 22 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be  
read out by the auctioneer at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to  
the sale:

All right, title and interest in the leasehold in respect of Portion 5 of Erf 11348, Kagiso Extension 6 Township, Krugers-  
dorp, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, situated at Portion 5 of Erf 11348,  
Kagiso Extension 6 Township, Krugersdorp.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd day of April 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728,  
Johannesburg. [Tel. (011) 832-3251.] (Ref. M26340/PC.)

Case 05393/90

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mokulubete Rasebolelo Stephans**, First  
Defendant, and **Mokulubete Gladys**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned  
suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 24 June 1994 at  
11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the  
Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 7625, Vosloorus Extension 9 Township, Boksburg, Registration  
Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, situated at Erf 7625, Vosloorus Exten-  
sion 9 Township, Boksburg.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned.



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

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

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

Signed at Johannesburg on 6 May 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M15969/Sc.)

**Case 10092/90**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mhlanga Naftal**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 24 June 1994 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff at 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8368, Vosloorus Extension 9 Township, Boksburg, Registration Division IR, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, situated at Erf 8368, Vosloorus Extension 9 Township, Boksburg.

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

Dwelling under tiled roof, lounge/dining-room, bedroom, kitchen and toilet.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 13th day of May 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M11698/SC.)

**Case 22713/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogodi, Stephen Tankane**, First Defendant, and **Mogodo, Maphee Josephine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 24 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 241 (now renumbered 7748) Extension 1 Khutsong Township, Registration Division IR, Transvaal, measuring 400 (four hundred) square metres, situated at Erf 241 (now renumbered 7748) Extension 1 Khutsong Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M25048/PC.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mthimkulu, William**, First Defendant, and **Mthimkulu, Masabata Veronica**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6091, Zola Township, Registration Division IQ, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 6091, Zola Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 17th day of May 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M10934/SC.)

Case 06606/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu Thembeni Margaret**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 451, Senaoane Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 451, Senaoane Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. Outbuildings: Two garages.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20417/PC.)

Case 6675/91

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pillay Radamannie**, First Defendant and **Pillay Harirama**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 185, Lenasia Township, Registration Division IQ, Transvaal, measuring 744 (seven hundred and forty-four) square metres, situated at 185 Grand Place, Lenasia Township.

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

Building consisting of two shops, bar and restaurant.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P14230/PC.)

**Case 5153/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntombela Sibongile Cecilia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

Section 31, as shown and more fully described on Sectional Plan ST12652/1992, in the building or buildings known as Roseacres, situated at Flat 605, Roseacres, corner of Banket and Goldreich Streets, Hillbrow, Johannesburg, measuring 68 (sixty-eight) square metres, situated at Flat 605, Roseacres, corner of Banket and Goldreich Streets, Hillbrow, Johannesburg.

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

Flat consisting of lounge, dining-room, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N26711/PC.)

**Case 15989/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molaoa Mashume Petrus**, First Defendant, and **Molaoa Moloko Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1434, Mapetla Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 1434, Mapetla Township.

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

Dwelling under iron roof, two bedrooms, kitchen and dining-room. Outbuildings: Two single garages and store-room.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21062/PC.)



Case 14386/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathebula Ngwamahlo Merriam**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3067, Chiawelo Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 3067, Chiawelo Township.

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

Dwelling under asbestos roof, two bedrooms and lounge. *Outbuilding*: Single garage.

The property is zoned Residential.

*Terms*: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M18118/PC.)

Case 5803/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maswanganyi Hasani Thomas**, First Defendant, and **Maswanganyi Busisiwe Khokie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 21053, Meadowlands Township, Registration Division IQ, Transvaal, measuring 303 (three hundred and three) square metres, situated at Erf 21053, Meadowlands Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

*Terms*: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23060/PC.)

Case 8695/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mamitwa Mahlesela Rexon**, First Defendant, and **Mamitwa Monica**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 728 (now renumbered 5784), Chiawelo Extension 3 Township, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, situated at Erf 728 (now renumbered Erf 5784), Chiawelo Extension 3 Township.

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

Dwelling under iron roof, lounge, dining-room, kitchen, four bedrooms and two bathrooms. *Outbuilding*: Single garage.

The property is zoned Residential.

*Terms*: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20536/PC.)

Case 27512/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maishe Balangane Andries**, First Defendant, and **Maishe Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 293 (now renumbered 1809), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, situated at Erf 293 (now renumbered 1809), Klipspruit Extension 2 Township.

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

Dwelling under tiled roof, two bedrooms, dining-room, bathroom and kitchen.

The property is zoned Residential.

*Terms*: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24768/PC.)

Case 14544/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kunene Mziwakhe Lawrence Jeffrey**, First Defendant, and **Kunene Nomathamsanqa Ellen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 3343, Moroka Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3343, Moroka Township.

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

Dwelling under tiled roof, lounge, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K8585/PC.)

Case 24026/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khubayi Prince Shetatu**, First Defendant, **Khubayi Elizabeth**, Second Defendant, and **Mahudulula Midana Alfred**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 27274, Meadowlands Township, Registration Division IQ, Transvaal, measuring 222 (two hundred and twenty-two) square metres, situated at Erf 2931, Zone 10, Meadowlands Township.

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

Dwelling under iron roof, dining-room, kitchen, bedroom and bathroom. Outbuildings: Two garages.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K17090/PC.)

Case 27511/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khanyile Charles**, First Defendant, and **Khanyile Victoria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

Erf 49, Zondi Township, Registration Division IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 49, Zondi Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room. Outbuildings: Two single garages and store-room.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K20935/PC.)



Case 13992/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hadebe Khonziwe Rudolph**, First Defendant, and  
**Hadebe, Primrose Gugu**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 24316, Diepkloof Township, Registration Division IQ, Transvaal, measuring 286 (two hundred and eighty-six) square metres, situated at Erf 8447, Diepkloof, Zone 6 Township.

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

Dwelling consisting of dining-room, kitchen, two bedrooms and bathroom. Outbuildings: Three single garages.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H21098/PC.)

Case 14289/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dlalisa Sakhephi Jacksoniah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 2305, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 2305, Emdeni Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

**Outbuildings:** Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd day of April 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D23447/PC.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Koen Gary Victor Benjamin**, First Defendant, and **Koen Eudora Dorinda Venesia Zenobia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 4164, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at Erf 15 Sieniet Close, Ennerdale Extension 5 Township, District of Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, dining-room, kitchen, three bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd day of April 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K14073/PC.); C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 15871/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mvulane Thamsanqa Claudias**, First Defendant, and **Mvulane Theorine Nompumelelo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 22 June 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 767 and Erf 768, Alexandra East Bank Township, Registration Division IR, Transvaal. Erf 767, measuring 574 (five hundred and seventy-four) square metres, and Erf 768, measuring 528 (five hundred and twenty-eight) square metres, situated at Erf 767, Bushbuck Street, Alexandra East Bank Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Double storey dwelling under tiled roof, four bedrooms, four bathrooms, kitchen, two lounges, dining-room, family room, study, laundry and two double garages.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23482/PC.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maswanganyi Hasani Michael**, First Defendant, and  
**Maswanganyi Eva**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 22 June 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 50 (now renumbered 1670) (Block 117) Alexandra Township, in a development area situated on Portion 387, of the Farm Syferfontein 51, measuring 175 (one hundred and seventy-five) square metres, situated at Erf 50 (now renumbered 1670) (Block 117) Alexandra Township in a development area situated on Portion 387, of the Farm Syferfontein 51.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen, dining-room and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M2732/PC.)

Case 4165/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gabela Nkosinathi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp on 22 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 12022, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 408 (four hundred and eight) square metres, situated at Erf 12022, Kagiso Extension 6 Township, Krugersdorp.

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

Vandalised dwelling.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G26562/PC.)



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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Sidney Petersen**,  
First Defendant, and **Rosaline Marilyn Petersen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Acting Sheriff of the Supreme Court at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1580, Riverlea Extension 2 Township, Transvaal, Registration Division IQ, situated at 35 Clivia Close, Riverlea Extension 2, Johannesburg, measuring 306 square metres.

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

1. A single storey detached dwelling-house of brick and plaster consisting lounge, three bedrooms, kitchen, bathroom and toilet.

2. *Detached outbuildings consisting of:* Carport.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Case 26923/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Merrick Cars CC**,  
First Defendant, and **Francis Rodney Merrick**, 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 price will be held at the offices of the Sheriff of the Supreme Court, Krugersdorp, 11B Ockerse Street, Krugersdorp, on 22 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address prior to the sale:

Certain Erf 1432, Kenmare Township, Transvaal, Registration Division IQ, situated at 16 Elphen Street, Kenmare, measuring 744 square metres.

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

A single-storey house consisting lounge, family room, dining-room, study, kitchen, bathroom, two w.c.'s and three bedrooms.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Saak 61738/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaanleenthede**, Eiser, en **Johannes Hendrik Vorster**, Verweerder

Erf 2962, geleë in Marloth Park Vakansiedorp, J.U., groot 1606 vierkante meter, geleë te Swartwitpensweg, Marloth Park Vakansiedorp, T2918/1985, en Erf 2965, geleë in Marloth Park Vakansiedorp, J.U., groot 1700 vierkante meter, geleë in Swartwitpensweg, Marloth Park Vakansiedorp, T2918/1985.

Eksekusieveling te Landdroskantore, De Villiersstraat, Barberton, op 6 Julie 1994 om 09:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Barberton, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 26ste dag van Mei 1994.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. van Niekerk.)

Case 34830/92  
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 **Seeiso, John Gaopalelwe**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 68, situated in the Township of Likole, Registration Division IR, Transvaal, being 688 Likole, Katlehong, Alberton, measuring 247 (two hundred and forty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 26th day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S363.)

Case 28717/91  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mtambo, Maselitise Sarra**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Site 1413, situated in the Township of Tokoza, Registration Division IR, Transvaal, being 1413, Mthetwa Street, Tokoza, Alberton, measuring 444 (four hundred and forty-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 metal roof, comprising kitchen, lounge/dining-room, four bedrooms, bathroom, separate toilet with outbuildings with similar construction comprising of two garages, toilet laundry and three store-rooms.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 26th day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M169.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tshabalala Mzamo Sam**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 1231 (previously known as Erf 1426), situated in the Township of Likole Extension 1, Registration Division IQ, Transvaal, being 1231 (previously known as Erf 1426), Likole Extension 1, Kattlehong, Alberton, measuring 326 (three hundred and twenty-six) square metres.

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

A detached single storey brick built residence with 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, 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 26th day of May 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T154/cb.)

Saak 4118/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (05/01225/06), Eiser, en  
**Clinton Gregory Mufford**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 Julie 1993, sal die volgende onroerende eiendom, van die Verweerder, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 24 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Hoewe 239, geleë in die Mullerstuine-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0471 (twee komma nul vier sewe een) hektaar.

**Verbeterings:** ten opsigte waarvan geen waarborg gegee word nie: Tweeslaapkamerwoonhuis met sitkamer, kombuis, badkamer met wasbak, stort en toilet, twee boorgate en pomp.

**Verkoopvoorwaardes:**

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

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

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

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



Saak 76881/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Van Logerenberg N. J. J.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Desember 1993, sal die onderstaande eiendom op 21 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 4 van Erf 196, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, bekend as Lammervangerstraat 75, Jan Niemandpark, gesoneer vir 'n woonhuis.

*Beskrywing:* Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, afdak, bediendetoilet en teëldak.

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

*Terme:* Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

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

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

Saak 829/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Fanie Stephens Moodie**, Eerste Verweerder, en **Mmapela Christina Moodie**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

Blok GG 658, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL246/90, grootte 375 (driehonderd vyf-en-sewentig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande bakstene- en/of sementwoonhuis onder sinkdak, bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

*Die wesenlike voorwaardes van verkoop is:*

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

Geteken te Soshanguve hierdie 18de dag van Mei 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0244.)

Saak 562/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Frank Fannie Maimela**, Eerste Verweerder, en **Petronella Fikile Maimela**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 24 Junie 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve te gedeelte 83, de Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1237 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied Soshanguve, gehou kragtens Grondbrief TL1014/90, groot 333 (driehonderd drie-en-dertig) vierkante meter.

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

*Die wesentlike voorwaardes van verkoop is:*

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

Geteken te Soshanguve hierdie 24ste dag van Mei 1994.

Haupt & Gerneke, Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0364.)

**Case 25588/91**

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

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

A sale in execution of the undermentioned property is to be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 23 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff, Pretoria North West, Room 202, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

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

*Property:* All the right, title and interest to the leasehold in respect of Erf 2417, situated in the Township of Saulsville, Registration Division JR, Transvaal, measuring 292 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL22766/1991, known as 34 Phatlalatsane Street, Saulsville.

*Improvements:* Two bedrooms, lounge/dining-room, kitchen, wire fencing and cement driveway.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1109.)

**Case 5778/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nyelisani Boston Sadiki**, Defendant

A sale in execution of the undermentioned property is to be held at Main Entrance, Magistrate's Court, Vanderbijlpark, General Hertzog Street, Vanderbijlpark, on Friday, 24 June 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff Vanderbijlpark at Suite C, Riebok Building, General Hertzog Street, Vanderbijlpark.

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 3317, Stretford Township Extension 1, Registration Division IQ, Transvaal.

*Improvements:* Single storey, two bedrooms, lounge, kitchen and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy / LVDM/GT1331.)

**Case 4122/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elmon John Mashele**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Dellville Street, Witbank, on 24 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank.

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

*Property:* Erf 1888, Phola Township, Registration Division JS, Transvaal, measuring 325 square metres, held under Certificate of Ownership T114808/92.

*Improvements:* Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1281.)

## Case 5584/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tau Amon Shiang**, First Defendant, and **Morongwa Maria Shiang**, Second Defendant

In execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (North of Sasko Mills), old Warmbaths Road, Bon Accord, on 1 July 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address.

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

*Property:* Portion 7, of Erf 688, Soshanguve - M, Registration Division JR, Transvaal, measuring 419, square metres, held under Deed of Transfer T41846/1993, known as Portion 7, of Erf 688, Soshanguve - M.

*Improvements:* Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1368.)

## Case 4585/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malose Albert Mashishi**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on 30 June 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address.

*Property:* All the right, title and interest to the leasehold in respect of Erf 609, Isiphetweni Township, Registration Division IR, Transvaal, measuring 373 square metres, held under Certificate of Registered Grant of Leasehold No. 61617/93, known as Lot 609, Isiphetweni Township.

*Improvements:* Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1303.)

## Case 4127/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Farrell Richter**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 June 1994 at 10:00:

Full conditions of sale can be inspected at the aforementioned address.

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

*Property:* Portion 243 (a portion of Portion 5) of the farm nootgedacht 176, Registration Division IR, Transvaal, measuring 20 000 hectares, held under Deed of Transfer T45815/1993.

*Improvements:* Unimproved property.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1278.)

## Case 4592/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Johannes Eduard Crous**, Defendant

A sale in execution of the undermentioned property is to be held at from main entrance Magistrate's Court, Barberton, on Friday, 24 June 1994 at 10:15:

Full conditions of sale can be inspected at the Sheriff, Barberton, at United Building, Barberton.

No warranties are given with regard to the description and/or improvements.

*Property:* Erf 526, Township of Komatipoort Extension 1, Registration Division JU, Transvaal.

*Improvements:* Single storey: Bedrooms, bathroom, lounge, dining-room and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr. B. du Plooy/KVDM/GT1320.)



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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Mbombela Mhlaba**, First Defendant, and **Nomisile Cynthia Mhlaba**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held in front of the main entrance to the Magistrate's Court, Fochville, on Friday, 17 June 1994 at 11:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

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

Erf 1177, situated in the Township Wedela, Registration Division IQ, Transvaal (also known as 1177 Limpopo Drive, Wedela), measuring 273 (two hundred and seventy-three) square metres, held by Certificate of Registered Grant of Leasehold TL38478/90, subject to all the conditions contained in the aforesaid deed.

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

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

Dated at Pretoria on this the 25th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S91/94.)

Case 6546/93

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Bobby Patrick Kelly**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Office of the Sheriff Halfway House, Alexandra, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 22 June 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 1, of Holding 118 President Park Agricultural Holdings, Registration Division IR, Transvaal, in extent 8565 (eight thousand five hundred and sixty-five) square metres, held by Virtue of Deed of Transfer T80873/91, subject to all such conditions as are mentioned or referred to therein and specially subject to the reservation of mineral rights.

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

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

Dated at Pretoria on this the 25th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S546/93.)

Saak 90/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, TRANSVAAL GEHOU TE HEIDELBERG, TRANSVAAL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Johannes Molefi Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 31 Maart 1994, die onderstaande eiendom te wete Erf 119 Magagula Heights-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 247 (tweehonderd sewe-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL79937/90, in eksekusie verkoop sal word op Vrydag, 17 Junie 1994, aan die hoogste bieder by die Landdroskantoor, Begemanstraat, Heidelberg om 09:00:

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: *Woonhuis*: Twee slaapkamers, sitkamer, kombuis, badkamer, steengebou met teëldak.

*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 tenvolte gelees word en lê by die kantoor van die betrokke Balju ter insae van belangstellendes.

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

P. W. Oosthuizen, vir Viljoen & Meek, Voortrekkerstraat 29, Heidelberg, 2400. (Verw. mnr. Oosthuizen.)

Case 10137/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Buti Johannes Mthombeni**, First Defendant, and **Betty Monica Mthombeni**, Second Defendant

A sale in execution will be held on Friday, 24 June 1994 at 11:00, by the Sheriff for the Supreme Court, Cullinan, in front of the Magistrate's Court, Cullinan, of:

Site No. 1612, Refilwe Extension 1, Registration Division JR, Transvaal, measuring 340 (three hundred and forty) square metres known as House No. 1612, Refilwe Extension 1, Cullinan.

Particulars are not guaranteed.

*Dwelling:* Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff for the Supreme Court, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1-C/371786/JAA/M. Oliphant.)

Case 61/94

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **F. D. Paulsen**, First Defendant, and **T. Paulsen**, Second Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 14 January 1994 a sale by public auction without reserve will be held on 22 June 1994 at 11:00, at the Magistrate's Court, corner of Van Staden and Kloppe Streets, 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 Court, 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 Defendants:

Portion 4 of Erf 606 in the Town Rustenburg, Registration Division JQ, Transvaal, 1 115 (one thousand one hundred and fifteen) square metres in extent, held under Deed of Transfer T65766/89, known as 27B Oos Street, Rustenburg.

*Terms:* Ten per cent (10%) of the purchase price and auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within 14 (fourteen) days from date of sale.

Dated at Rustenburg this 17th day of May 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Private Bag 82082, Rustenburg, 0300. (Ref. Mr Claassen/mv/A368.)

Case 5144/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Catrina Johanna Susanna Brett**, Defendant

Kindly take notice that pursuant to a judgment granted on 13 September 1993 and warrant of execution dated 21 October 1993, the following property will be sold in execution on 29 June 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 5044, Northmead Extension 9 Township, Registration Division IR, Transvaal, measuring 750 (seven hundred and fifty) square metres.

*Improvements:* Single storey semi face brick under tile, entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, shower, TV-room, double garage, brick driveway, patio, electronic gates and outside toilet, known as 9 Oliehouth Street, Erf 5044, Northmead Extension 9, Benoni.

*Terms and conditions:*

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

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

Dated at Benoni on the 23rd day of May 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1153.)

Case 11512/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ntsweng Isaac Marageni**, Defendant

Kindly take notice that pursuant to a judgment granted on 17 November 1992 and warrant of execution dated 23 November 1992, the following property will be sold in execution on 29 June 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All Defendants right, title and interest in the leasehold in respect of Erf 14472 (formerly 72) Daveyton Extension 3 Township, Registration Division IR, Transvaal.

*Improvements:* Single storey brick under tile, lounge, three bedrooms, kitchen, bathroom, w.c., utility room and wire fence, known as 15072 Andre Crescent, Daveyton, Benoni.

*Terms and conditions:*

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

*Conditions:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts offices, Benoni.

Dated at Benoni on the 23rd day of May 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1077.)

**Case 3747/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Debeer Petrus Selepe**, Defendant

On 30 June 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 327, Teanong Township, Registration Division IR, Transvaal, measuring 254 (two hundred and fifty-four) square metres, also known as Erf 327, Teanong, Tembisa, Kempton Park (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under 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 15,25% (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 19 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o Attorney J. P. A. Swanepoel, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MS0087/Miss Kent.)

**Case 3746/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rankapene Kleinbooï Saasa**, Defendant

On 30 June 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 984, Tembisa Extension 4 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, also known as Erf 984, Tembisa Extension 4, Tembisa, Kempton Park (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15% (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 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 19 May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o Attorney J. P. A. Swanepoel, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015] (Ref. MS0086/Miss Kent.)

Case 25618/93

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Mninawa Edmund Mnwana**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the main entrance to the Magistrate's Court, Fochville, on Friday, 17 June 1994 at 10:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 3668, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal, measuring 191 (one hundred and ninety-one) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL35424/90, subject to all the conditions mentioned or referred to therein.

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

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

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

Dated at Pretoria this 24th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1900/93.)

Saak 9668/92

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **James Noise**, Eerste Verweerder, en **Elizabeth Magdalena Noise**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 21 Junie 1994 om 10:00, by die kantore van die Balju, Pretoria-Noordoos, Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerders op 16 Junie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria:

Hans Coverdale-Oos 131, Eersterust met aktesbeskrywing:

Erf 312, geleë in die dorp Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 397 (drie nege sewe) vierkante meter, gehou kragtens Transportakte T58847/88 en verbind ten gunste van die Eiser onder Verbandakte B67585/88.

Die eiendom bestaan uit sitkamer, twee slaapkamers, kombuis en toilet.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van reël 46 van die Hooggeregshofwet, Wet No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprijs sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrekket te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 21,25% (een-en-twintig komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureus vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951) (Verw. W. J. Lubbe/M. Swanepoel/61/295/3.)

Saak 5202/94

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Rosalinda Wilhelmina Agnes van der Schyff**, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 14 April 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria-Noord, op Vrydag, 24 Junie 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Saskomeule, ou Warmbadpad, Bon Accord, verkoop aan die hoogste bieder:

Deel 4, soos aangetoon en vollediger beskryf op Deelplan SS334/93 in die Skema bekend as Paula- en Karienhof ten opsigte van die grond en gebou of geboue geleë te Erf 1734, in die dorp Pretoria-Noord, Stadsraad van Pretoria, gehou kragtens Transport ST 43405/93, groot 76 vierkante meter, beter bekend as Paulahofwoning 104, Pretoria-Noord.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Drieslaapkamerwoning met ingangsportaal, sitkamer, eetkamer, toilet, badkamer, oopplan kombuis en toesluit motorhuis.

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

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

Geteken te Pretoria op hierdie 16de dag van Mei 1994.

Van Zyl le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 106581.)

Case 33938/93  
PH 482

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Primeinvest 58 (Proprietary) Limited**, First Execution Debtor, and **Segev, Eli**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Sandton, on 24 June 1994 at 10:00, at the Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 328, Sandown Extension 24 Township, Registration Division IR, Transvaal, measuring 3 975 (three thousand nine hundred and seventy-five) square metres and held under Deed of Transfer T57457/1993, situated at 8 Adolf Street, Sandown Extension 24 ("the property") and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

The property is a single-storey dwelling consisting of the following: Entrance hall, lounge, family room, dining-room, kitchen with pantry, four bedrooms, dressing-room, bathroom with toilet and basin, bathroom with bath and toilet, two garages, servant's room and toilet.

## Terms:

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

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

Dated at Johannesburg this 4th day of May 1994.

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

Saak 35062/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **J. Mahlangu**, Eiser, en **J. S. Ndala**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie teen goed gedateer 6 Augustus 1993, sal die onderstaande eiendom op 17 Junie 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Ondertepoort (net noord van die Saskomeule, ou Warmbadpad, Bon Accord), aan die hoogste bieder verkoop word naamlik:

Erf 811, geleë in die dorpsgebied Soshanguve AA, Registrasieafdeling JR, Transvaal, groot 600 (seshonderd) vierkante meter, gehou kragtens Akte van Transport T25752/1992, met straatadres te 811 Blok AA, Soshanguve.

*Verbeteringe:* Drie slaapkamers, badkamer, aparte toilet, sitkamer, kombuis en is omhein.

Gedateer te Pretoria hierdie 22ste dag van Mei 1994.

C. P. van As, vir J. W. Wessels & Vennote, Prokureurs vir Eksekusieskuldeiser, Schoemanstraat 811, Arcadia, Pretoria. (Verw. Invor/mev. Cotton/KM134.)

Case 78014/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Precon Paving CC**, First Defendant, **Jacobus Johannes Stephanus Kruger**, Second Defendant, and **Daniel Frederick Kruger**, Third Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, to the highest bidder:

*Certain:* Remaining Extent of Erf 659, situated in the Township of Waverley, Pretoria, Registration Division JR, Transvaal, measuring 1 205 square metres, situated at 1448 Cunningham Avenue, Waverley.

*Terms and conditions:*

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

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

*Description of property:* House: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, study, family room, scullery and stoep. *Outbuildings:* Two plus one garages and w.c. *Other:* Concrete walls, undercover entertainment area, swimming-pool, borehole and cement paving.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 23rd day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N787.)

Case 67262/92

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Reginald Henry Mac Alastair Winkler**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, to the highest bidder:

*Certain* Erf 485, in the Township of Eersterust Extension 2, Registration Division JR, Transvaal, measuring 418 square metres, situated at 415 Poole Avenue, Eersterust.

*Terms and conditions:*

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

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

*Description of property:* House.

Two lounges, kitchen, dining-room, five bedrooms, study-room, three bathrooms, three toilets, three showers, TV-room, stair, top floor lounge plus bar, two balconies, fire escape.

*Outbuildings:* Concrete driveway and paving.

*Other:* Carport, double in line.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this the 23rd day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N742.)



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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Maureen Marlene van Rhyn**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 29 June 1994 at 10:00, to the highest bidder:

Certain Section 1, as shown and more fully described on Sectional Plan SS 86/92, in the scheme known as Shirley Park, in respect of the land and buildings situated at La Montagne Extension 6, Registration Division JR, Transvaal, measuring with a floor area of 108 square metres, situated at 1 Shirley Park, Shirley Avenue East, La Montagne Extension 6.

*Terms and conditions:*

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

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

*Description of property:* Simplex.

Lounge/dining-room, kitchen, two bedrooms, one and a half bathroom, shower and w.c.

*Outbuildings:* Double garage.

*Common property facilities:* Garden, parking, walls and paving.

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

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

Signed at Pretoria on this the 24th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1099.)

Case 3373/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fernando Santos**, and **Nangula Santos**, Defendant

Persuant to a judgment of this Court and subsequent warrant for execution dated 3 May 1994 (Reissue), the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 24 June 1994 at 09:00:

Stand 1352, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 288/91.

The following improvements exist on the property although in this respect nothing is guaranteed:

Two bedroom dwelling-house.

*Material conditions of the sale:*

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

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

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

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

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

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

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

Dated at Brits on this the 19th day of May 1994.

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

Case 78/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paulus Ainga Bango** and **Donisa Joa Jinga Bangu**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 1 October 1993 (Reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 24 June 1994 at 09:00:

Stand 1391, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 259/91.

The following improvements exist on the property although in this respect nothing is guaranteed:

Two bedroom dwelling-house

*Material conditions of the sale:*

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

Dated at Brits on this the 19th day of May 1994.

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

**Saak 20525/93**

**PH 206**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Saambou National Bouvereniging Beperk**, Eksekusie Eiser, en **Mundell, Wayne Desmond**, Eksekusie Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder toegestaan op 31 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 2 November 1993 sal die ondervermelde eiendom verkoop word op 16 Junie 1994 om 10:00, voor die kantore van die Balju, Johannesburg-suid, Sheffieldstraat 100, Turffontein, Johannesburg, aan die hoogste bieder:

*Sekere Erf:* Gedeelte 2 van Erf 71, Booysens-dorpsgebied.

*Groot:* 396 vierkante meter.

*Gehou:* T40748/90.

*Buitegebou terme en:* Die koper sal 10% (tien persent) van die koopprys met die koop betaal en die balans van die koopprys binne veertien dae, of sekuriteit deur die bank of bougenootskap verstek.

*Verkoopvoorwaardes:* Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju te Johannesburg Suid, Sheffieldstraat 100, Turffontein, Johannesburg.

Gedateer te Johannesburg op hierdie 25ste dag van Mei 1994.

Kok & Hendrikse, Sewende Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. Mnr. Du Plessis/wb/S628.)

**Saak 82614/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Johannes Marthinus de Wet**, Eerste Verweerder, en **Elizabeth Johanna de Wet**, Tweede Verweerder, (Die trustees van J. M. de Wet Familie Trust)

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Pretoria, gehou te Pretoria in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Noord-Oos te N. G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 21 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 te Pretoriusstraat 1210, Hatfield, Pretoria voor die verkoping ter insae sal lê:

*Eiendom:* Deel 26, in die gebou bekend as Willmor Park, soos meer volledig sal blyk uit Deelplan SS92/86.

*Groot:* 92 vierkante meter.

*Beter bekend as:* Willmor Parkwoningstelle 61, hoek van Lanham- en Blouereierstraat, East Lynne, Pretoria.

*Bestaande uit:* Twee slaapkamers, sitkamer, badkamer, toilet, kombuis, garage (geen waarborg word in hierdie verband deur ons gegee nie).

*Voorwaardes:*

10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van 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 Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. Mnr. Niemann/Juf Stoltz/BE0082.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Paul Johannes Strydom**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Pretoria, gehou te Pretoria in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Sentraal te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 21 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 te Messcor Huis, Margarethastraat 30, Pretoria voor die verkoping ter insae sal lê:

*Eiendom:* Deel 13, in die gebou bekend as Meersburg, soos meer volledig sal blyk uit Deelplan SS8/84.

*Groot:* 73 vierkante meter.

*Beter bekend as:* Meersburgwoonstelle 205, Mearsstraat 234, Muckleneuk, Pretoria.

*Bestaande uit:* Een en 'n half slaapkamer, sitkamer, badkamer, aparte toilet en kombuis (geen waarborg word in hierdie verband deur ons gegee nie).

*Voorwaardes:*

10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van 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 Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. Mnr Niemann/Juf Stoltz/BE0108.)

Saak 556/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK SCHWEIZER-RENEKE GEHOU TE SCHWEIZER-RENEKE

In die saak tussen **Tenfin (Edms.) Bpk.**, Eiser, en **Julius Sediti**, Verweerder

Ingevolge 'n uitspraak van bogemelde Hof en 'n lasbrief vir eksekusie gedateer 23 November 1993, sal die volgende onroerende eiendom wat uitwinbaar verklaar is op Vrydag, 24 Junie 1994 om 10:00, te die baljukantoor, Homanstraat, Schweizer-Reneke verkoop word in eksekusie aan die hoogste bieder:

Woonhuis geleë te Perseel 889, Ipelegeng, Schweizer-Reneke. Verbeterings: Steenhuis met sinkdak, kombuis, twee slaapkamers en sitkamer.

*Verkoopvoorwaardes:*

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

2. Een-tiende van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans koopprys sal betaalbaar wees deur middel van bankwaarborg gelewer te word aan die prokureurs, Mnr. De Kock & Duffey, binne 14 (veertien) dae na datum van veiling, betaalbaar teen registrasie van transport op naam van die koper.

3. Die volledige verkoopvoorwaardes wat voor die verkoping deur die geregsbode uitgelees sal word, lê ter insae by die Landdroskantoor, asook by die kantoor van die Geregsbode, mnr. H. J. Boonzaaij te Schweizer-Reneke.

4. Die eiendom word verkoop onderworpe aan die terme voorwaardes en beperkings soos neergelê in die titelvoorwaardes daarvan en die koper sal verantwoordelik wees vir betaling van alle transportkoste, hereregte en enige ander bykomstige onkoste.

Geteken te Schweizer-Reneke op hede die 2de dag van Mei 1994.

G. J. Olivier vir De Kock en Duffey, Prokureurs vir die Eisersfirma te Bothastraat, Schweizer-Reneke; H. J. Boonzaaij vir Geregsbode, Homanstraat, Schweizer-Reneke.

Saak 4/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad**, Eiser, en **Mnr. J. C. Wessels**, Verweerder

Ingevolge uitspraak van die Landdros, Oberholzer, en 'n lasbrief vir eksekusie teen goed gedateer 24 Februarie 1994, sal die ondervermelde eiendom op Vrydag, 24 Junie 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, verkoop word, naamlik:

Erf 774, geleë in die dorpsgebied Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1 164 (een een ses vier) vierkante meter, ook bekend as 23ste Laan 136, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal 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.



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 opbetaalde balans tesame met rente daarop beteken teen 15,5% (vyftien komma vyf per centum) per jaar 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 voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 5de dag van April 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60; Posbus 6431, Oberholzer, 2502. [Tel. (01491) 6715/6.] (Verw. mev. Venter/E11625/52282.)

#### Case 4117/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Barbara Isabella Viljoen**, Defendant

A sale in execution of the undermentioned property is to be held at the undermentioned property on 24 June 1994 at 09:00. 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 10 of Erf 5038, Witbank Extension 57 Township, Registration Division JS, Transvaal, measuring 262 square metres, held by virtue of Deed of Transfer T49952/93, a unit known as Unit 10 Model Tuine, Mona Street, Witbank.

*Improvements:* Two bedrooms, bathroom, lounge, dining-room, garage and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1296.)

#### Case 22195/91

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Casper Cornelius Potgieter**, First Defendant, and **Maria Magdalena Potgieter**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria West, at 603 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 23 June 1994 at 10:00, of the following property:

Portion 6 (a portion of Portion 4) of Erf 169, Claremont, Pretoria Township, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by the Defendants under Deed of Transfer T3538/1980.

This property is situated at 870 Pretoria Street, Claremont, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, garage, one and a half bathroom/toilet, lounge and dining-room. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this the 26th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

#### Case 24526/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Frederic Mario Opperman**, First Defendant, and **Lydia Willemina Opperman**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North East, at the Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, of the following property:

Erf 1440, Eersterust Extension 2 Township, Registration Division JR, Transvaal, measuring 316 (three hundred and sixteen) square metres, held by the Defendants under Deed of Transfer T32205/1991.

This property is situated at 54 Isaac Street, Eersterust, Pretoria.

The property is improved as follows: Three bedrooms, lounge, dining-room, carport, kitchen, bathroom/toilet and study. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 1210 Pretorius Street, Hatfield, Pretoria.

Dated at Pretoria on this the 26th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Speedworld Motor Cycles CC**, First Defendant, and  
**H. P. Cavanagh**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) and writ dated 14 February 1994, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Supreme Court, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff at Messcor House, 30 Margaretha Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 459, Gezina Township, Registration Division JR, Transvaal, measuring 2 552 square metres, held by Henry Peter Cavanagh, Identity Number 3610205058004, under Deed of Transfer T23373/1984.

This property is situated at 384 10th Avenue, Gezina, Pretoria.

The property is improved as follows:

One dwelling unit consisting of three bedrooms, lounge/dining-room, kitchen and bathroom. The outbuildings consists of servant's room and garage. There is a swimming-pool which is fenced.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

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

Rooth & Wessels, Attorneys for Plaintiff, Ground Floor, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr Brink/rb.)

Case 2157/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Klaas Lucky Magamba**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 24 June 1994 at 10:00, of the following property owned by Defendant:

Erf 1221, Phola Township, Registration Division JS, Transvaal, measuring 292 (two hundred and ninety-two) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL10048/1989.

This property is situated at Stand 1221, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's office at 3 Rhodes Street, Witbank.

Dated at Pretoria on this the 24th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 3246/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Dayi Alfred Mnisi**, First Defendant, and  
**Diya Elizabeth Mnisi**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 23 June 1994 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Portion 8 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 345 (three hundred and forty-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL49882/88.

This property is situated at Portion 8 of Stand 899, Wesselton, Ermelo, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's office at G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo, Transvaal.

Dated at Pretoria on this the 26th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Hendrik Johannes White**, First Defendant, and **Hester Aletta Jacomina White**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on 21 June 1994 at 10:00, of the following property:

(a) Section 4, as shown and more fully described on Sectional Plan SS57/1987, in the scheme known as Henriana, in respect of the land and building or buildings situated in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 73 (seventy-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 virtue of Certificate of Registered Sectional Title ST57/1987 (4) (Unit).

This property is situated at Flat 4, Henriana Flats, 668 Voortrekker Road, Gezina, Pretoria.

The property is improved as follows: One and a half bedroom, bathroom, kitchen and lounge/dining-room.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's office at Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria on this the 20th day of May 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Saak 22108/93

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Kgashane Lucas Pilusa**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 14 Desember 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Dinsdag, 28 Junie 1994 om 15:00, te:

Landdroshof, Phalaborwa.

Die eiendom wat aldus te koop aangebied sal word, is Eenheid D 530, Namakgale, geleë in die dorpsgebied Namakgale, distrik Namakgale, groot 613 (ses een drie) vierkante meter, gehou kragtens Grondbrief 395/90, ook bekend as Eenheid D 530, Namakgale.

*Verbeterings:* Sitkamer, kombuis, slaapkamer en badkamer, slaapkamer, badkamer en toilet.

*Die konstruksie van die gebou:* Steenmure.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Hooggeregshof, Phalaborwa, Potgieterstraat 43, Phalaborwa.

Geteken te Pretoria hierdie 4de dag van Mei 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/A145.)

Saak 60842/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Vonnisskuldeiser, en **Sikander Mahomed**, Vonnisskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof, gedateer 7 Februarie 1993, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 1 Julie 1994 om 10:00, te Landdroshofgebou, Couperstraat, Stanger, geregtelik verkoop sal word, naamlik:

Erwe 50, 51, 54 en 55 Padianagar, geleë te Aquamarineweg, Padianagar, en neem kennis verder dat die verkoopvoorwaardes by die kantore van die Balju, Couperstraat 116, Stanger, ter insae lê en behels onder andere die volgende:

1. Tien persent 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 Pretoria op hede die 20ste dag van Mei 1994.

R. F. Kruse, vir Couzyn, Hertzog & Horak Ing., Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat, Posbus 125, Pretoria. [Tel. (012) 322-8780.] (Verw. T. Horak/T777c.)



## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **C. I. S. Kruger**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 25 Februarie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 30 Junie 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Channelweg 2, Wespark, Pretoria, en word omskryf as Gedeelte 8 van Erf 541, Wespark, Pretoria, groot 780 vierkante meter, gehou kragtens Akte van Transport T67372/91.

*Die eiendom bestaan na bewering, maar sonder waarborg, uit:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, mat- en teëlvloere, siersteenmure en sinkdak.

*Buitegeboue:* Bediendekamer, garage en buitetoilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belasting betaald op die dag van die verkoping, die balans betaalbaar teen transport en veekeer te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van verkoping 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, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 23ste dag van Mei 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T1000.)

Saak 2564/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Alfred Zolani Mqhathu**, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

*Eiendom:* Alle reg, titel en belang in die huurpag ten aansien van Erf 12612, Kagiso-uitbreiding 8-dorpsgebied;

*Ligging:* Dr Xuma Place 12612, Kagiso-uitbreiding 8, Krugersdorp.

in eksekusie verkoop op 29 Junie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

*Verkoopvoorwaardes:* Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-112.) (Verw. Jan Nel.)

Saak 4815/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Patrick Bornwell Sibolile**, 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, 24 Junie 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Huurpag Erf 978, Blok M, tesame met alle strukture daarop opgerig soos aangetoon op Algemene Plan PB151/1983, in die dorpsgebied Soshanguve, distrik Pretoria, groot 450 (vierhonderd en vyftig) vierkante meter, geleë in die jurisdiksie-area van die Streeksverteenvoordigende Ontwikkelingsraad.

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

*Straatadres:* Huis 978, Soshanguve.

*Verbeteringe:* Woonhuis met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en draadomheining.

*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, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord.

Geteken te Pretoria op 11 Mei 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1142/RE.)

Saak 3954/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Muvero Williams**, Eerste Verweerder, en **Charmain Marchel Williams**, 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 Dinsdag, 21 Junie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordoos, gehou by die N G Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Gedeelte 29 van Erf 5685, in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 520 (vyfhonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T9764/93, 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:* Fergusonsingel 226, Eersterust-uitbreiding 6, Pretoria.

*Verbeteringe:* Woonhuis met teëldak bestaande uit familiekamer, kombuis, drie slaapkamers en badkamer.

*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, Pretoria-Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield.

Geteken te Pretoria op 2 Mei 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S 1137/RE.)

Saak 14127/93

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

In die saak tussen **Cisvaal (Edms.) Bpk.**, Eiser, en **Gerhardus Johannes Kotze**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 10 Desember 1993 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Landdroskantoor, Dolomietstraat, Delmas, aan die hoogste bieder op 24 Junie 1994 om 11:00:

Hoewe 59, Rietkol-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1 8142 (een komma agt een vier twee) hektaar, bekend as Derde Straat 8, Rietkol.

*Voorwaardes van verkoping:*

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

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

*Woonhuis:* Sitkamer, eetkamer, drie slaapkamers, toilet, badkamer en kombuis.

*Buitegebou:* Drie afdakke, stal en bediendekwartiere.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 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 voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20; Privaatsak 53, Kempton Park.

**Case 5418/94**  
**PH140**

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

In the matter between **Partab Prawesh**, Plaintiff, and **Pillay, Bhawe**, 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 23 June 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Remaining Extent of Erf 72, Norwood Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T15666/91, situated at 30 Ivy Road, Norwood, Johannesburg.

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

*Improvements:* A Residential dwelling.

*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 15,5% (fifteen comma five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 18th 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. N5767/Mr Orelowitz/ab.)

**Case 82846/93**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Alfred George Fred Barthram**, First Defendant, and **Nerina Barthram**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 June 1994 at 10:00, of:

Section 26 as shown on Sectional Plan SS57/78, in the building Caledon situated at Erf 1128, Sunnyside, Local Authority, City Council of Pretoria, measuring 114 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST57/78(26)(UNIT).

Known as Flat 402, Caledon, 66 Celliers Street, Sunnyside, 0082.

Particulars are not guaranteed.

Three and a half bedroomed flat with lounge, dining-room, kitchen, one and a half bathroom and toilet.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392306/JAA/J. S. Herbst.)

**Case 22514/94**

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Michael James Kirby**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 June 1994 at 10:00, of:

Erf 4543, situated in the Town Eersterust Extension 6, Registration Division JR, Transvaal, measuring 325 (three hundred and twenty-five) square metres known as 376 Crawford Avenue, Eersterust.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and car-port.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404829/JAA/J. S. Herbst.)

**Case 6064/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Deon Francis Gordon de Jager**, First Defendant, and **Anna Sophia de Jager**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 23 June 1994 at 10:00:

Portion 3 of Erf 1196, situated in the Township of Pretoria, Registration Division JR, Transvaal, measuring 496 (four hundred and ninety-six) square metres known as 108 Jooste Street, Pretoria West.

Particulars are not guaranteed.

*Dwelling:* Lounge, dining-room, kitchen, four bedrooms and one and half bathroom. Car-port and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-397536/JAA/M. Oliphant.)



## Case 20005/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marthinus Johannes Jacobus Oosthuyse**, First Defendant, and **Ida Magdalena Oosthuyse**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 June 1994 at 10:00:

(a) Unit 10, as shown on Sectional Plan SS129/86 in the building Ebenpark, measuring 83 metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST129/86(10) (UNIT), dated 29 May 1986; known as Flat 10, Ebenpark, 233 Church Street, Pretoria.

Particulars are not guaranteed.

Flat: Lounge, kitchen, two bedrooms and bathrooms. Double car-port.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-401399/JAA/M. Oliphant.)

## Case 14911/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Abraham Stephanus van der Walt**, First Defendant, and **Margaretha van der Walt**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 June 1994 at 10:00:

1. (a) Unit 5 as shown on Sectional Plan SS348/90 in the building Sunleigh situated at Portion 1 of Erf 173, Sunnyside (Pretoria) Local Authority, City Council of Pretoria, measuring 101 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST 348/90(5) (UNIT), dated 28 September 1990.

2. An exclusive area known as Parking Bay Number P24, measuring 13 square metres held under Notarial Deed of Cession SK 5410/91, known as Sunleigh Court 5, 64 Celliers Street, Sunnyside.

Particulars are not guaranteed.

Flat: Dining-room, kitchen, two and a half bedroom and bathroom. Carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor Huse, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-401324/JAA/M. Oliphant.)

## Case 19597/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sharon Swanepoel**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 June 1994 at 10:00:

(a) Unit 48, as shown on Sectional Plan SS160/86 in the building Edenrus, situated at Erf 1321, Arcadia, Local Authority, City Council of Pretoria, measuring 83 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST20338/93 dated 15 March 1994, known as Flat 117, Edenrus, corner of Proes and Hamilton Streets, Arcadia.

Particulars are not guaranteed.

Flat: Lounge, kitchen, one and half bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor Huse, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-404819/JAA/M. Oliphant.)

## Case 73486/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hercules Philippus Pienaar**, First Defendant, and **Anna Maria Elizabeth Pienaar**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 June 1994 at 10:00, of:

Portion 1 of Erf 349, Mountain View Township, Registration Division JR, Transvaal, measuring 1 276 square metres known as 516 Karel Trichardt Street, Mountain View, 0082.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and study.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392311/JAA/J. S. Herbst.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nel, Hendrik Johannes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall, of the Magistrate's Court, Vanderbijlpark, on 1 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

*Certain:* Holding 19, situated in the Township of Northdene Agricultural Holdings, Registration Division IQ, Transvaal, being 19 River Road, Northdene Agricultural Holdings, Vanderbijlpark.

*Measuring:* 2,9430 (two comma nine four three nought) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, four bedrooms, two bathrooms with separate toilet with outbuildings with similar construction comprising store-room and playroom.

*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 the 23rd day of May 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/fp/N210.)

## Case 7637/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Louis Nel**, 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, 24 June 1994 at 11:00, of:

Erf 169, in the Town Doornpoort, Registration Division JR, Transvaal, measuring 1 112 square metres, known as 782 Wilger Avenue, Doornpoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and outside 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/A-387570/JAA/J. S. Herbst.)

## Case 23040/94

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

In the matter between **ABSA Bank Limited** (United Divisie), Plaintiff, and **Grace Emily van der Westhuizen**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 June 1994 at 10:00, of:

Portion 1 of Erf 3316, situated in the Township of Elandspoort, Registration Division JR, Transvaal, measuring 439 square metres, known as 215 Hartog Street, Elandspoort.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom, toilet and carport.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-404840/JAA/J. S. Herbst.)

Saak 6841/92

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

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

'n Verkoop word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 24 Junie 1994 om 11:00, van:

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

Besonderhede word nie gewaarborg nie.

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

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

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

4. Die eiendom is omhein met beton en draad.

Besigtig voorwaardes by Balju, Wonderboom.

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

Case 123342/93

PH 370

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

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Lawrence Alfred Coetzee**, First Execution Debtor, and **Andrina Doris Coetzee**, Second Execution Debtor

Be please to take notice that, pursuant to a judgment of the above Honourable Court, the undermentioned goods will be sold in execution, on Thursday, 23 June 1994 at 10:00, in front of the Magistrate's Court, at Randburg:

Immovable property situated at 33 Minerva Road, Bramley Park, Johannesburg (Erf 51, Bramley Park Township).

*Conditions of sale*: Cash or bank-guaranteed cheques.

Dated at Johannesburg this the 13th day of May 1994.

R. R. Merry, for E. I. Naude & Company, Attorneys for Execution Creditor, Eighth Floor, Auckland House, corner of Biccard and Smit Streets, Braamfontein, Johannesburg. (Tel. 403-4041) (Fax. 403-2003) (Ref. Mr Merry/rp/C. Coela.)

Case 13431/91

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ellen Lore Burkle**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Randburg and writ of execution the property listed hereunder will be sold in execution, on Thursday, 23 June 1994 at 10:00, in front of the Court-house, Randburg, by the Sheriff of the Court, Sandton:

Section 10, Forest Gove, situated at Unit 10, Flat 10, Forest Cove, Ebury Road, Bryanston Extension 16, measuring 95 square metres.

Improvements described hereunder are not guaranteed.

*Main building*: 95 square metres, brick under tile, entrance-hall, lounge, dining-room, study, two bedrooms, bathroom/w.c./shower, kitchen and brick wall.

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

Dated at Sandton this 17th day of May 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City, Sandton. (Tel. 883-2740) (Ref. K. J. Braatveldt/ld/A.1785.)

Case 29614/93

PH 124

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Clive Hugh Cochrane**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 June 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Remainder extent of Erf 403, Wendywood Township, Registration Division IR, Transvaal, being 89 Edison Street, Wendywood, measuring 1.586 square metres.



Improvements described hereunder are not guaranteed.

*Main building:* Entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms and two bathroom/w.c.

*Outbuildings:* Double garage, servant's room and w.c./shower.

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

Dated at Johannesburg this 18th day of May 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740) (Ref. K. J. Braatveldt/l/U.504.)

Case 848/93  
PH 124

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Graeme Woodley Cave**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 June 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Erf 131, Petervale Township, Registration Division IR, Transvaal, being 71 Cowley Road, Petervale, measuring 3 965 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* Entrance-hall, lounge, dining-room, family room, four bedrooms, bathroom, kitchen and laundry.

*Outbuildings:* Two garages, two servants' rooms and bathroom/w.c.

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

Dated at Johannesburg this 17th day of May 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740) (Ref. K. J. Braatvedt/l/U.286.)

Case 13629/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ian Craig Burgon**, First Execution Debtor, and **Emily Hester Burgon**, Second Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on 16 June 1994 at 10:00, the undermentioned property of the Judgment Debtor, to be read out by the auctioneer at the time of the sale:

Erf 299, Booysens, Johannesburg Township, Registration Division IR, Transvaal, measuring 877 (eight hundred and seventy-seven) square metres.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

Dated at Johannesburg on this the 16th day of May 1994.

John Edward Broido, Attorney for Plaintiff, 1711 Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-2141) (Ref. Mr Broido/CGA.)

Case 3046/94  
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Prockter, Leslie John Walter**, Identity Number 3110145072009, First Defendant, and **Prockter, June Cameron**, Identity Number 3406220045005, 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 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 498, Mondeor Township, Registration Division IR, Transvaal, being 339 Duncombe Avenue, Mondeor, Johannesburg, measuring 1 512 square metres.

*Use zone: Residential 1.*

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

Dwelling-house consisting of entrance hall, lounge, dining-room, four bedrooms, two bathrooms and kitchen. Covered stoep, double garage, servant's quarter and toilet.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) 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. P. M. Carter/GGLIT 520742.)

Case 9289/93  
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, 58 St Gothard Avenue CC, No. CK90/13281/23, and **Desai, Ahmed**, First Defendant, and **Pereira, Joseph Francisco**, 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 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 619, Mayfair West Township, Registration Division IQ, Transvaal, being 58 St Gothard Avenue, Mayfair West, measuring 635 square metres.

*Use zone: Residential 1.*

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, kitchen, garages servant's quarter and toilet.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) 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. P. M. Carter/GGLIT 446055.)

Case 20996/91  
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Raubenheimer, Stephen**, Identity Number 4809205149008, First Defendant, and **Raubenheimer, Martha Catherine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 847, Mondeor Township, Registration Division IR, Transvaal, being 102, Brabazon Avenue, Mondeor, measuring 1 359 square metres.

*Use zone: Residential 1.*

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

Dwelling-house, consisting of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, shower, cloakroom, kitchen, laundry, double garage, servant's quarters, shower and workshop.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) 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. P. M. Carter/GGLIT 213072.)

Case 31579/93  
PH 128

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thompson, Clive Daniel**, Identity Number 4105275068008, First Defendant, and **Thompson, Sharon**, Identity Number 5601220209100, 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 Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court, Sandton, prior to the sale:

Portion 434 (a portion of Portion 356), of the farm Witpoort 406, Registration Division JR, Transvaal, being 434 Maple Road, Witpoort, Midrand, measuring 1 1244 hectares.

*Use zone:* Agricultural.

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

Dwelling-house consisting of entrance-hall, lounge, dining-room, four bedrooms, two bathrooms, separate bath, shower and toilet, kitchen and scullery.

**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 30 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 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charges R200.

Dated at Johannesburg on this 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. P. M. Carter/GGLIT 505079.)

Case 47150/92  
PH 396

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

In the matter between **M. A. McLoughlin**, Plaintiff, and **D. Shine**, Defendant

Be pleased to take notice that pursuant to judgment in the Magistrate's Court of Johannesburg, granted on 5 July 1992, and warrant of execution dated 22 July 1992, the immovable property listed hereunder will be sold in execution on 27 June 1994, at the Germiston Sheriff's Office, 72 Joubert Street, to the highest bidder:

**Description:** Erf 462, Wychwood, Registration Division IR, Transvaal, situated at 8 Holmoak Road, Wychwood, Germiston, on which is built a brick and mortar house with usual outbuildings, although nothing is guaranteed.

**Conditions:** 10% (ten per cent) of the purchase price to be paid to the Deputy Sheriff on the date of sale together with his costs of execution and the balance to be furnished by way of a bank or building society guarantee within 30 (thirty) days of the sale, and subject further to the conditions of sale filed with the Sheriff, Germiston South.

Dated at Johannesburg this 20th day of May 1994.

M. A. McLoughlin, 15 Seymour Avenue, Parktown; P.O. Box 72299, Parkview, 2122. (Tel. 726-8152.)

Case 01003/94  
PH 141

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hazelwood, Roy Albert**, Defendant

Pursuant to a judgment of the above Honouable Court dated 22 February 1994, and a warrant of execution dated 9 March 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 22 June 1994 at 10:00, at the Sheriff's Office, 22B Ockerse Street, Klaburn Court, Krugersdorp:

Certain Portion 166 (a portion of 114) of the farm Rietfontein 189, Registration Division IQ, Transvaal, situation Plot 166, Rietfontein, Honeydew.



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

*Improvements:*

(1) Private dwelling brick/plaster under corrugated iron roof, kitchen, lounge, dining-room, three bedrooms, bathroom and carpeted.

(2) Cottage: Brick/plastered under corrugated iron roof, kitchen, lounge, bedroom and bathroom.

(3) Cottage: Brick/plastered under corrugated iron roof, kitchen, lounge, two bedrooms, bathroom, borehole, two storage tanks. Fairly good state of repair.

Area: 8,5653 hectares, property held under Deed of Transfer T56958/1986.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Supreme Court, Krugersdorp. The full conditions of sale may be inspected at the offices of the Sheriff, at 22B Ockerse Street, Klaburn Court, Krugersdorp.

Dated at Johannesburg on this the 23rd day of May 1994.

Israelsohn von Zwiklitz, Plaintiff's Attorneys, First Floor, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Rel. 833-5514.) (Ref. L. Friedman/KP/BS3944/2 B3773/486.)

**Case 17949/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG**

In the matter between **Windsor Willows**, Plaintiff, and **L. Joffe**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 March 1993, and subsequent warrant of execution, the following property will be sold in execution on 29 June 1994 at 08:00, at the offices of the Magistrate's Court, Jan Smuts Avenue, Randburg, namely:

Certain Section 3, in the scheme known as Windsor Willows, in respect of the building/s situated at Windsor Township in the Local Authority of Randburg Town Council, and consisting of the following:

Duplex with asbestos roofing and with plastered and painted exterior, three bedrooms, two bathrooms, guest toilet, lounge/dining-room area, kitchen and undercover, secure parking.

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

1. Ten per cent (10%) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

The conditions of sale in execution of the immovable property can be inspected at the office of the Sheriff of the Court at Randburg, on 29 June 1994.

Gordon Holtmann, 2 Pallinghurst Road, Parktown, Johannesburg; P.O. Box 901, Auckland Park, Johannesburg, 2006. (Tel. 726-6155.) (Ref. TF/CL2.)

**Case 954/94**

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Joseph Knots Msimango**, First Defendant, and **Sibongile Doris Shabalala**, Second Defendant

In execution of a judgment of the above Honourable Court dated 3 September 1991, the following property will be sold in execution on Wednesday, 29 June 1994 at 10:00, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder viz:

Erf 728, Ramakonopi East Township, Registration Division IR, Transvaal, measuring 294 square metres, property also known as 728 Ramakonopi East, Katlehong, Alberton.

Comprising single dwelling under tiled roof, lounge, dining-room, kitchen with cole stove, bathroom, two bedrooms, concrete walls, and property fenced on three sides.

*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 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, Alberton, immediately prior to the sale, may be inspected at his office at Johriahof, 4 Du Plessis Street, Florentia, Alberton.

Dated at Germiston on this the 17th day of May 1994.

M. Levine & Freedman, 201-5 United Building, 177 President Street; P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30780 (G).]

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Knezovich Paul Anthony**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Midrand, Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand, on Wednesday, 22 June 1994 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Holding 351, Glen Austin Agricultural Holdings Extension 1, Registration Division JR, Transvaal, area 2,8660 hectares, situation 351 Belvedere Road, Glen Austin Agricultural Holdings, Midrand.

Vacant land.

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

Dated at Johannesburg on the 20th day of April 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792/5242.) (Ref. P. le Motteer/ij/N3302.)

Saak 11790/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Johannes Willem Bezuidenhout**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 27 Junie 1994 om 10:00, te Du Pisaniegebou, Joubertstraat 72, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 776, Primrose-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T3090/91, grootte 991 (negehoenderd een-en-negentig) vierkante meter, ook bekend as Phloxstraat 6, Primrose, Germiston.

*Beskrywing:* Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teëldak, motorhuis, 'n motoroprit en swembad.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 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/AG41.)

Saak 2593/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

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

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 3 Mei 1994, sal die ondervermelde eiendom op 22 Junie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp, verkoop word:

Erf 9465, Kagiso, Registrasieafdeling IQ, Transvaal, grootte 264 (tweehonderd vier-en-sestig) vierkante meter, ook bekend as Ixopo-rylaan 9465, Kagiso.

**Voorwaardes van die verkoop:**

1. Die verkoping sal onderhewig wees aan:
  - Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.
  - Die voorwaardes van die Sertifikaat van Geregistreerde Titel TL15086/1990.
  - Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis en motorhuis. Gevestigde tuin met omheining.

3. *Terme*: 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien comma twee vyf persent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 20ste dag van Mei 1994.

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026) (Verw. A. Fourie/N249.)

**Case 34550/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Archondakis, Byron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: 1. Erf 594, La Rochelle Township, Registration Division IR, Transvaal.

2. Erf 595, La Rochelle Township, Registration Division IR, Transvaal.

Situation: 1. 22 11th Street, La Rochelle.

2. 20 11th Street, La Rochelle.

Area: 1. 495 (four hundred and ninety-five) square metres.

2. 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Four bedrooms, two bathrooms, kitchen, lounge, dining-room, study, under iron roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Park, Parktown, Johannesburg. (Tel. 484-1777) (Ref. NV146E/mgh/tf.)

**Case 8780/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Almeida, Samuel José Rangel**, First Defendant, and **De Almeida, Maria Clarisse**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 240, Elandspark Township, Registration Division IR, Transvaal, situation 7 Olive Schreinder Avenue, Elandspark, area 828 (eight hundred and twenty-eight) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, carport, under tiled roof and property enclosed.



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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Park, Parktown, Johannesburg. (Tel. 484-1777) (Ref. NV159E/mgh/tf.)

**Case 32745/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhwanazi, Derick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 1634, Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, situation Lot 1634, Klipspruit Extension 2, area 150 (one hundred and fifty) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under iron roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Park, Parktown, Johannesburg. (Tel. 484-1777) (Ref. NO60E/mgh/tf.)

**Case 03776/92**

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Home 1044 Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 49, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation 41 Sixth Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, family room, study, carport, swimming-pool, under iron roof, staff quarters with ablutions and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Park, Parktown, Johannesburg. (Tel. 484-1777) (Ref. BR086E/mgh/tf.)

**Case 31710/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahlake, Bantoile Ellen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 359, Orlando West Extension Township, Registration Division IQ, Transvaal, situation 11359 Mtita Street, Orlando West Extension, area 179 (one hundred and seventy-nine) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Park, Parktown, Johannesburg.  
(Tel. 484-1777) (Ref. NO169E/mgh/tf.)

**Case 15167/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maibele, Thaadi Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 23 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 1526, Jeppestown Township, Registration Division IQ, Transvaal, situation 15 Kasteel Street, Jeppestown, area 267 (two hundred and sixty-seven) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, store-room, under iron roof and property enclosed.

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

Dated at Johannesburg on this the 7th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Park, Parktown, Johannesburg.  
(Tel. 484-1777) (Ref. BR166E/mgh/tf.)

**Case 35174/91**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Phiri, Frank**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 23 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1061, Jeppestown Township, Registration Division IR, Transvaal, situation 115 Park Street, Jeppestown, area 248 (two hundred and forty-eight) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, enclosed stoep, carport, under iron roof, staff quarters with ablutions and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Park, Parktown, Johannesburg.  
(Tel. 484-1777) (Ref. BR048E/mgh/tf.)

Case 19998/89

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 **Ebrahim Rajah**, First Defendant, and **Hawa Rajah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on 24 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 417, Marlboro Gardens Township, Registration Division IR, Transvaal, area 1 107 square metres, situation 1 Begonia Street, Marlboro Gardens, Sandton.

*Improvements* (not guaranteed): A house under tiled roof consisting of four bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servant's quarters and ablutions with brick walls around the 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), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 9th 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 8425/93

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **John Dudley Dickson**, First Defendant, and **Ingrid Patricia Dickson**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff of Johannesburg East, at 131 Marshall Street, Johannesburg, on 23 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 Portion 1 of Erf 356, Bramley Township, Registration Division IR, Transvaal, area 1 487 square metres, situated 76 Linden Road, Bramley, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, garage, two carports, swimming-pool, borehole, servant's quarters and ablutions with brick walls around the 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), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 7th 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 6353/93

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

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), Plaintiff, and **Saafco 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 South, at 131 Marshall Street, Johannesburg, on 23 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Remaining Extent of Portion 46 (a portion of Portion 43) of the farm Rietvlei 101, Registration Division IR, Transvaal, area 20,7448 hectares, situation Remaining Extent of Portion 46 (a portion of Portion 43) of the farm Rietvlei IR 101, situated in Impala Street.

*Improvements* (not guaranteed): A vacant stand.



*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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 18th day of May 1994.

M. M. Kapules, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 5366/93  
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Pretorius, Matthys Wynand**, First Judgment Debtor, and **Pretorius, Eleanor Nellie**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 23 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 916, in the Township of Van Dykpark, held under Deed of Transfer T40426/89, measuring 805 square metres, also known as 19 Silverleaf Street, Van Dykpark, Boksburg.

*Description:* Three bedrooms, bathroom, lounge, dining-room, kitchen, garage, store-room and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff, prior to the sale.

Dated at Boksburg on this the 17th day of May 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. (Tel. (011) 892-3050/1/2/3.) (Ref. K. Hall/BZ4473.)

Case 2091/93  
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Van Niekerk, Dawid**, First Judgment Debtor, and **Van Niekerk, Rose Anglia**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 12 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 294, in the Township of Reigerpark Extension 1, held under Deed of Transfer T56373/1991, measuring 515 square metres, also known as 294 Clarence September Street, Reigerpark Extension 1, Boksburg.

*Description:* Three bedrooms, two bathrooms, lounge, kitchen, family room, study and brick under zinc.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff, prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. (Tel. (011) 892-3050/1/2/3.) (Ref. K. Hall/BZ3708.)

Case 5980/93  
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Briel, David Henry**, First Judgment Debtor, and **Briel, Sarah Johanna**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 6 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeupoort Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 2622, in the Township of Dawn Park Extension 4, held under Deed of Transfer T7604/1992, measuring 850 square metres, also known as 61 Lancelot Street, Dawn Park Extension 4, Boksburg.

*Description:* Two bedrooms, bathroom, lounge, kitchen, garage and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff, prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4609.)

Case 6067/93  
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Mtshali, M. H. G.**, First Judgment Debtor, and **Mtshali, E.**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 23 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeupoort Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 2159, in the Township of Dawn Park Extension 8, held under Deed of Transfer T14767/1992, measuring 805 square metres, also known as 9 Fagan Street, Dawn Park Extension, Boksburg.

*Description:* Three bedrooms, bathroom, lounge, dining-room, kitchen, garage and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff, prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4715.)

Case 6102/93  
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Stander, Thomas Cornelius Johannes**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 23 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeupoort Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 2638, in the Township of Dawn Park Extension 4, held under Deed of Transfer T22808/1992, measuring 839 square metres, also known as 12 Pam Avenue, Dawn Park Extension 4, Boksburg.

*Description:* Three bedrooms, bathroom, lounge, dining-room, kitchen, garage and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The properties will be sold voetstoots without reserve.
  2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
  3. Possession and occupation on payment of deposit and costs.
  4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.
- The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff, prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4778.)

**Case 6118/93  
PH 163**

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **A. W. Watson** (5600191049), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 22 December 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale.

Property being certain Erf: Portion 191 of Erf 185, in the Township of Klippoortjie Agricultural Holdings, held under Deed of Transfer T43000/1990, measuring 900 (nine hundred) square metres, also known as 17 Mullet Road, Klippoortjie, Boksburg.

*Description:* Three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage and laundry and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on 9 May 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4747.)

**Case 3105/93  
PH 163**

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Fransch, Richard Johnny**, First Judgment Debtor, and **Fransch, Suzette Vanessa**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 6 May 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale.

Property being certain Erf: Portion 10 of Erf 83, in the Township of Delmore Park Extension 1, held under Deed of Transfer T28358/1991, measuring 293 square metres, also known as 41 Janeke Street, Delmore Park Extension 1, Boksburg.

*Description:* Two bedrooms, bathroom, lounge, kitchen, dining-room and brick under tiles.

Improvements are not guaranteed.

*The material conditions of sale are:*

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.



3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on 6 May 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4206.)

Case 18450/93  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mkhomazi Sikhanda Fanie**, 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 439 Prince George Avenue, Brakpan, on Friday, 17 June 1994 at 11:00, 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, Brakpan, at 439 Prince George Avenue, Brakpan.

The right of leasehold in respect of Erf 149, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 791 m<sup>2</sup>, held by the Defendant under Deed of Transfer TL54789/92, being 149 Tsakane Extension 1, Brakpan.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, kitchen and single garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72500/ms. Erasmus/kw.)

Case 32081/93  
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 **Joubert Benjamin**, First Defendant, and **Joubert Desiree Denise**, 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 131 Marshall Street, Johannesburg, on Thursday, 23 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, Johannesburg North, at 131 Marshall Street, Johannesburg.

Portion 4, of Erf 354, Martindale Township, Registration Division IQ, Transvaal, measuring 468 m<sup>2</sup>, held by the Defendants under Deed of Transfer T33002/1991, being 18 Millars Street, Martindale, Johannesburg.

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

*The dwelling consists of:* Lounge, family room, living-room, four bedrooms, kitchen, bathroom/w.c., garage and separate w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79335/Ms. Isola/Ms. Glyn/cvdm.)

Case 23372/93  
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 **Solomon Michael**, 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 131 Marshall Street, Johannesburg, on Thursday, 23 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, Johannesburg North, at 131 Marshall Street, Johannesburg.

Erf 217, Brixton Township, Registration Division IR, Transvaal, measuring 495 m<sup>2</sup>, held by the Defendant under Deed of Transfer, T37829/91, being 50 Barnes Road, Brixton.

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

*The dwelling consists of:* Entrance-hall, lounge, study, two bedrooms, bathroom/w.c., kitchen, scullery, pantry. *Flat:* Entrance-hall, bedroom, bathroom/w.c., two servants' rooms and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74839/Ms. Isola/Ms. Glyn/cvdn.)

Case 5235/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mziwakhe Alson Nyathela**, First Defendant, and **Kunjulwa Nyathela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the entrance of the Magistrate's Court, Fochville, on Friday, 1 July 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, Potchefstroom, at 195 Kerk Street, Potchefstroom.

The right of leasehold in respect of Erf 1254, Wedela Township, Registration Division IQ, Transvaal, measuring 285 m<sup>2</sup> held by the Defendants under Certificate of Registered Grant of Leasehold TL71190/1988, being 1254 Wedela.

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

*The dwelling consists of:* Lounge, two bedrooms, bathroom/w.c. and kitchen.

*Terms:* 10% (ten per 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 on this the 23rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63935/FCLS/Mr. Brewer/djl.)

Case 4514/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daluvuyo Ntsinde**, First Defendant, and **Nompucuko Mavis Ntsinde**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the entrance of the Magistrate's Court, Fochville, on Friday, 1 July 1994 at 10:30, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 4 195 Kerk Street, Potchefstroom.

The right of leasehold in respect of Erf 1188, Wedela Township, Registration Division IQ, Transvaal, measuring 190 m<sup>2</sup> held by the Defendants under Certificate of Registered Grant of Leasehold TL34305/1989, being 1188 Wedela.

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

*The dwelling consists of:* Lounge, two bedrooms, bathroom/w.c. and kitchen.

*Terms:* 10% (ten per 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 on this the 23rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63131/FCLS/Mr. Brewer/djl.)

Case 5375/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tamsanga Shadrack Mabandla**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance of the Magistrate's Court, Fochville, on Friday, 17 June 1994 at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1256, Wedela Township, Registration Division IQ, Transvaal, measuring 310 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL 43487/1989, being 1256 Wedela.

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

*The dwelling consists of:* Lounge, three bedrooms, bathroom/w.c., kitchen and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 15th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65771/FCLS/Mr. Brewer/djl.)

Case 28871/93  
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 **Anagnostatos Efstathios**, 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 23 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 149, Dawnview Township, Registration Division IR, Transvaal, measuring 719 m<sup>2</sup>, held by the Defendant under Deed of Transfer T27886/90, being 8 Ralston Street, Dawnview, Primrose.

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

*The dwelling consists of:* Entrance hall, lounge, dining-room, family-room, four bedrooms, playroom, kitchen, scullery, two bathrooms/shower, separate w.c./shower, garage, servant's room, outside w.c. 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 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 on this the 5th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77495/Ms. Isola/Ms. Glyn/cvdn.)



Case 8789/93  
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 **Mabona Jabulani Stephen**, First Defendant, and **Mabona Ntombizodwa Rosinah**, 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 North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 22 June 1994 at 14:30, 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, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 2, of Erf 67, Kelvin Township, Registration Division IR, Transvaal, measuring 2007 m<sup>2</sup>, held by the Defendants under Deed of Transfer T55895/92, being 12 Eastway Street, Kelvin, Randburg:

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

*The dwelling consists of:* Entrance hall, lounge, dining-room, four bedrooms, bathroom/shower/w.c., separate w.c., two garages, servant's room and outside 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 (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 on this the 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67229/Ms. Isola/Ms. Glyn/cvdm.)

Case 34229/93  
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 **Nyembe Fana Jacob**, 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 131 Marshall Street, Johannesburg, on Thursday, 23 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, Johannesburg East, at 131 Marshall Street, Johannesburg:

Section 4, as shown and more fully described on Sectional Plan SS62/1981 in the building or buildings known as Cornice, situated at the Township of Berea Local Authority, Johannesburg, measuring 140 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST62/1981(4)(Unit), being Flat 4, Cornice, 15 Olivia Road, Berea, Johannesburg:

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 balcony.

*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 on this the 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78336/Ms. Isola/Ms. Glyn/cvdm.)

## 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 **Olivier Eduan Johann**, 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 131 Marshall Street, Johannesburg, on Thursday, 23 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, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1459, Malvern Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by the Defendant under Deed of Transfer T47669/1990, being 277 St Frusquin Street, Malvern.

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

The dwelling consists of entrance-hall, lounge/dining-room, three bedrooms, kitchen, bathroom/w.c., porch, single garage, servant's room, store-room and outside w.c.

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

The purchaser shall on the day of the sale, pay 5% (five per 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 on this the 1st day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z4563/Ms Isola/Ms Glyn/cvdm.)

## 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 **Nyamakazi Joseph Mongezi**, First Defendant, and **Nyamakazi Magauta Mercy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 24 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 813, Sebokeng, Zone 6, Extension 2 Township, Registration Division IQ, Transvaal, measuring 318 (three hundred and eighteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL55179/1992, being 813 Zone 6, Extension 2, Sebokeng.

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

The dwelling consists of: Lounge, 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, 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 on this the 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67639/FCLS/Mr Brewer/djl.)

Case 23848/92  
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 prior to that United Building Society Limited and previously United Society, Plaintiff, and **Boucher Jan Nicolaas**, First Defendant, and **Boucher Hester Catharina Johanna Jacoba**, 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, 23 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 795, Duncanville Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 011 (one thousand and eleven) square metres, held by the Defendants under Deed of Transfer T31880/1987, being 5 Totius Street, Duncanville, Vereeniging.

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

The dwelling consists of: Lounge, dining-room, family room, kitchen, three bedrooms, bathroom, separate w.c., garage, servant's room and w.c.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 on this the 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z54229/FCLS/Mr Brewer/djl.)

Case 30470/93  
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 **Van Bruggen Petzer**, First Defendant, and **Van Bruggen Elicher Magdalena**, 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, 30 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 311, Unitas Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 810 (eight hundred and ten) square metres, held by the Defendants under Deed of Transfer T19054/1993, being 19 Paul Nash Street, Unitas Park.

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

The dwelling consists of: Entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, double garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 on this the 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78427/FCLS/Mr Brewer/djl.)

Case 4935/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Johan Christian Whelan**, First Defendant, married in community of property to **Margaret Yvonne Whelan**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 27 January 1994, and writ of execution dated 27 January 1994, the following property will be sold in execution on Wednesday, 29 June 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 240, New Redruth Township, Registration Division IR, Transvaal, 78 Camborne Street, New Redruth, Alberton, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T15670/1977, dated 20 September 1977.



*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Entrance hall, lounge, dining-room, family-room, study, kitchen, four bedrooms, four bathrooms and laundry. *Outbuildings:* Two garages, flat, servants' quarters, bathroom and store-room.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 19,25% (nineteen comma two five per centum), payable to date of payment, against registration of transfer, to be secured by a bank, 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 24th 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 20778/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mthunzi: Mkhulu Elisha**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Alberton, at First Floor, Terrace Building, Eton Terrace 1, New Redruth, Alberton, on the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain 1. Site 8157, Tokoza Township, Registration Division IR, Transvaal; 2. Site 8164, Tokoza Township, Registration Division IR, Transvaal, situated 1. 8157 Moepshe Street, Tokoza; 2. 8164 Moepshe Street, Tokoza, area 1. 302 (three hundred and two) square metres; 2. 302 (three hundred and two) square metres.

*Improvements* (not guaranteed): Five bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, two garages/store-rooms, under tiled roof, outside ablutions, property enclosed.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (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 16th day of May 1994.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG249/mgh/tf.)

Case 15522/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Senzangakhona Leonard Mashinini**, First Defendant, and **Mammutlana Deborah Mashinini**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 March 1990, the undermentioned property will be sold in execution on Friday, 17 June 1994 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

The right, title and interest to the leasehold for dwelling purposes in respect of Erf 21210, Mamelodi Township, Registration Division JR, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL33443/87, also known as Site 21210, Mamelodi, District of Pretoria.

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

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

Signed at Pretoria on this the 24th day of May 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb X303.)

Case 597/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOPO HELD AT LEBOWAKGOMO

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **D. D. Lepuru**, Defendant

In pursuance of a judgment by the above Honourable Court on 14 February 1994, and a warrant of execution against property the property described as:

House 745, Unit S, Lebowakgomo.

Will be sold in front of the Magistrate Offices at Thabamopo, by the Sheriff on 24 June 1994 at 10:00, without reserve to the highest bidder.

*Improvements* (which are not warranted to be correct and not guaranteed):

Dwelling.

*The material conditions of the sale are:*

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 The Magistrates' Courts Act and rules made thereunder;

2.2 the conditions of the title deed;

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.

Dated at Pietersburg on this the 24th day of May 1994.

P. J. Luyt, for Meyer Pratt & Luyt, Attorneys for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. Luyt/AP/PC6135.)

Saak 74755/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handelend as United Bank, Eiser, en **Viljoen Leoni**, ID 7004230062080, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Sentraal, te Sinodale Sentrum, 234 Visagiestraat, Pretoria, op 21 Junie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 16, soos getoon en meer volledig beskryf op Deelplan SS239/82, in die gebou of geboue bekend as Chickasha, geleë te Erf 1205, Sunnyside, Plaaslike Owerheid Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan 80 (tagtig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en meer volledig beskryf op die genoemde deelplan, toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 239/82, (16) (Unit) onderworpe aan die voorwaardes van titel.

Hierdie eiendom is geleë te Chickashawoonstelle 404, Johnstonstraat 90, Pretoria.

*Die volgende verbeterings is op die eiendom aangebring:*

Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, vloer met matte, baksteenmure en platdak, komposisiebord en warmwatersisteem.

*Buitegeboue:* Enkelmotorhuis en afdak.

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

*Terme:*

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 26ste dag van Mei 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev Mare/A1014.)

Saak 3484/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Loos A. H. en M. C.**, Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 19 Maart 1992, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 1 Julie 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelike verkoop sal word, naamlik:

Erf 3, Laversburg, Nigel, ook bekend as Irisweg 5, Visagiepark, Nigel.

*Beskrywing van eiendom:*

Erf 3, Laversburg, Nigel. Steengebou met sinkdak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet, beton en draadomheining, garage, buitekamer.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

1. 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.
  4. Reserweprys wat op veiling aangekondig sal word.
- Gedateer te Nigel op hede die 16de dag van Mei 1994.

Brits Pretorius Kruger & Coetzee Inc., Tweede Laan 35, Nigel, 1490, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E437.)

Case 12225/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michael John Kibidoe**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 November 1990, the undermentioned property will be sold in execution on Tuesday, 21 June 1994 at 10:00, at the offices of the Sheriff, Pretoria North-east, 238 Visagie Street, Pretoria, to the highest bidder:

Erf 3165, situated in the Township of Eersterust Extension 5, Registration Division JR, Transvaal, measuring 467 square metres, held by the Defendant under Deed of Transfer T21248/89, also known as 295 Platt Avenue, Eersterust, Pretoria.

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria North-east, 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this 26th day of May 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb SA1025.)

Saak 13856/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **N. A. Cassim**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 21 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 4 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurilaan, Benoni, op Woensdag, 29 Junie 1994 om 11:00:

Erf 37, New Modder-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 260 vierkante meter, gehou kragtens Akte van Transport T718/1991, geleë te Telmondlaan 21, New Modder, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Arcadiagebou, Princesslaan 84, Benoni, of Liverpool Park 12, Liverpoolweg, 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 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping;

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

Gedateer te Benoni hierdie 29ste dag van Junie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. de Heus/mev. Maartens CC2544.)



Case 73445/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Starkey 1332 CC**, Defendant

A sale in execution will be held on 21 June 1994 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria of:

Erf 885, situated in the Township of Waverley, Registration Division JR, Transvaal, known as 1332 Starkey Avenue, Waverley, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, corrugated iron and harvey tiled roof, fitted carpets, novilon, lounge, dining, study, kitchen, pantry, six bedrooms, shower, two bathrooms, two w.c.'s, TV-room and bar room, front stoep, double garages, double carports, servant's room, laundry, two boreholes, concrete walls and gates.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicolson, Rein &amp; Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9287.)

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**KAAP • CAPE**


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Saak 9161/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **J. Barthers**, Eiser, en **A. Martin**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Januarie 1994, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 16 Junie 1994 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 5803, in die munisipaliteit Despatch en afdeling Despatch, groot 319 (driehonderd en negentien) vierkante meter, gehou kragtens Transportakte T41106/1991, geleë te Pietersenstraat 23, Despatch.

*Verbeterings:* 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

*Terme van voorwaardes:* Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

*Voorwaardes van verkoping:* Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Stöckenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 18de dag van April 1994.

G. P. van Rhyn, Minnaar &amp; Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. SS/ivv/I01747.)

Case 22681/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. S. Brown**, First Defendant, and **A. Brown**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, dated 21 January 1994, the following will be sold in execution on 20 June 1994 at 12:15, at 7 Njala Street, Goedemoed, Durbanville, to the highest bidder:

Erf 5018 (portion of Erf 5486), Durbanville, 975 (nine hundred and seventy-five) square metres, held by Deed of Transfer T75198/1992, situated at 7 Njala Street, Goedemoed, Durbanville.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **R. W. Daniels**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 14 February 1994, the following will be sold in execution on 16 June 1994 at 11:45, at 292 Seventh Avenue, Kraaifontein, to the highest bidder:

Erf 3873, Kraaifontein, 496 (four hundred ninety-six) square metres, held by Deed of Transfer T78707/1992, situated at 292 Seventh Avenue, Kraaifontein.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 1499/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss R. de Wee**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, dated 9 November 1993, the following will be sold in execution on 21 June 1994 at 10:00, at 10 Sybille Crescent, Atlantis, Wesfleur, to the highest bidder:

Erf 3056 (portion of Erf 1495), Wesfleur, 220 (two hundred and twenty) square metres, held by Deed of Transfer T79955/1992, situated at 10 Sybille Crescent, Atlantis, Wesfleur.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 16793/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. Davies**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 23 June 1994 at 14:00, at 140 Raats Drive, Newbury, Table View, to the highest bidder:

Erf 14169 (portion of Erf 14163), Milnerton, 644 (six hundred and forty-four) square metres, held by Deed of Transfer T14888/92, situated at 140 Raats Drive, Newbury, Table View.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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, Cape Town.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 19661/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mrs S. de Kock**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town dated 24 March 1994, the following will be sold in execution on 23 June 1994 at 15:00, on site, to the highest bidder:

Erf 543, Blaauwbergstrand, 789 (seven hundred and eighty-nine) square metres, held by Deed of Transfer T18257/1991, situated at Windblom Street, Bloubergstrand (Vacant land).

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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, Cape Town.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 20703/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mrs A. E. Davidson**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 22 June 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1064 (portion of Erf 1020), Weltevreden Valley, 432 (four hundred and thirty-two) square metres, held by Deed of Transfer T40633/1993, situated at 7 Ruth Close, Weltevreden Valley, Mitchells Plain.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 31129/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Body Corporate Belletuin Park Building No. SS175/82**, Plaintiff, and **Michael Sean Kinnear**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above-mentioned suit, a sale will be held at 50 Belletuin Park, Ottery Road, Ottery, on Tuesday, 28 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg:

Section 66 as shown and more fully described on Sectional Plan SS175/82 in the building or buildings known as Belletuin Park and situated at Ottery in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 140 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in the schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST8599/91 (66) (Unit) and situated at 50 Belletuin Park, Ottery Road, Ottery.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 140 square metre maisonette consisting of three bedrooms, kitchen, lounge, bathroom 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:

4% (four per centum) on the proceeds of the sale [minimum charges R50 (fifty rand)].

Dated at Cape Town this 9th day of May 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084) (Ref. J. Luitingh/sii/T338/3301.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **Penelope Clare Rhodes Goodinson**, Plaintiff, and **Mark Lionel Menfrid Brink**, First Defendant, and **Mary Elizabeth Brink**, Second Defendant

Pursuant to the judgment of the above Court granted on 24 February 1994, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Tuesday, 21 June 1994 at 10:30, at 46 26th Avenue, Elsie's River:

Erf 11595, Goodwood, in the local area of Elsie's River, Division Cape, in extent 703 (seven hundred and three) square metres, held under Deed of Transfer T48898/93, known as 46 26th Avenue, Elsie's River.

The following buildings are situated on the property although in this respect nothing is guaranteed: A single brick building under a tiled roof, two bedrooms, bathroom and toilet, kitchen, lounge and incomplete brickwall.

*Conditions of sale:*

10% (ten per centum) of the purchase price together with the Sheriff's charges or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by a bank, building society or other acceptable guarantee to be furnished within 30 (thirty) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Acting Sheriff of the Supreme Court for the District of Goodwood, 29 Northumberland Street, Bellville.

Dated at Cape Town on this the 17th day of May 1994.

Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/ma/J03029.)

Case 17930/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

In the matter between **Sandton Finance (Pty) Limited**, Plaintiff and **Alfred Jonas**, Defendant

In pursuance of a judgment of the above Court, 28 July 1992, and attachment in execution dated 4 October 1993, the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 30 June 1994 at 11:00:

Erf 14584, Uitenhage, Administrative District of Uitenhage, situated at 20 Schrew Street, Rosedale, Uitenhage.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Street, Uitenhage.

*Terms:* 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, within a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 17th day of May 1994.

Pagdens, for D. T. Walker, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. COLL/Mrs Hodge.)

Case 18/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(East London Circuit Local Division)

In the matter between **Plumbers Haven CC**, trading as B G Plumbing Supplies, Plaintiff, and **P R Franklik**, trading as Advanced Plumbing, Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 2 November 1993, by the above Honourable Court, the following will be sold in execution on Friday, 17 June 1994 at 10:00, by the Sheriff of the Court, at 22 East Bend Road, Beacon Bay, East London:

Erf 866, Beacon Bay, Municipality and Division of Beacon Bay, in extent 1 752 (one thousand seven hundred and fifty-two) square metres, situated at 22 East Bend Road, Beacon Bay, East London.

The property consists of usual buildings/outbuildings.

*Description:* A single storey eight-roomed residence with kitchen, three bathrooms and w.c. and scullery with single garage and swimming-pool.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court rules made thereunder and of the title deeds in so far as these are applicable.

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

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office at 18 Moore Street, Quigney, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this the 19th day of May 1994.

Brown Hurly & Miller, Fourth Floor, First National Bank Building, Oxford Street, East London. (Ref. Mr Miller/B114/BZ9.)

Case 1740/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(South Eastern Cape Local Division)

**Nedcor Bank Limited**, Plaintiff, *versus* **Theunis Daniel Kotze**, First Defendant, and **Charlene Johanna Kotze**,  
Second Defendant

In pursuance of a judgment dated 4 August 1993, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Port Elizabeth, by public action, on Friday, 17 June 1994 at 3:00:

Gedeelte 116 ('n gedeelte van Gedeelte 33) van die plaas Chelsea 25, in die Administratiewe distrik Port Elizabeth, groot 1,8097 (een komma agt nul nege sewe) hektaars, situated at Erf 116, Chelsea, Old Seaview Road, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey, detached brick dwelling under an asbestos roof, consisting of two bedrooms, two bathrooms, lounge, dining-room, study, kitchen and swimming-pool.

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 centum) on date of sale, the balance including V.A.T., if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand), with a minimum of R200 (two hundred rand) plus V.A.T.] also payable on date of sale.

Dated at Port Elizabeth on this the 17th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 727/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedcor Bank Limited** *versus* **Yolanda Kotze and Hendrik Christiaan Kotze**

In pursuance of a judgment dated 11 May 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, 17 June 1994 at 15:00:

Section 4 as shown and more fully described on Sectional Plan SS142/1981, in the scheme known as Cherydene, in respect of the land and building or buildings situated at North End, in the Municipality and Division of Port Elizabeth, of which the floor area, according to the said sectional plan, is 110 (one hundred and ten) square metres in extent, situated at Flat 4, Cherydene Court, Heath Street, Sydenham, Port Elizabeth.

While nothing is guaranteed, it is understood that the flat has two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

**Terms:** 10% (ten per cent) on date of sale, the balance including V.A.T. 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 V.A.T.] are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 4092/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Limited** *versus* **Mzukisi Phillip Mange**

In pursuance of a judgment dated 18 March 1994 and an attachment on 13 May 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 June 1994 at 14:15:

Erf 39749, Zwide, Administrative District of Port Elizabeth, in extent 291 (two hundred and ninety-one) square metres, situated at 21 Bukani Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on date of sale, the balance including V.A.T. 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 V.A.T.] are also payable on date of sale.

Dated the 18th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Limited versus Tamsanqa Abe Mjekula**

In pursuance of a judgment dated 25 March 1994 and an attachment, on 13 May 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 June 1994 at 14:15:

Erf 9594, Motherwell, Administrative District of Port Elizabeth, in extent 345 (three hundred and forty-five) square metres, situated at 74 Bira Street, Motherwell N.U. 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on date of sale, the balance including V.A.T. 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 V.A.T.] are also payable on date of sale.

Dated the 19th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 477/89

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)**South African Permanent Building Society versus Catharina Aletta Elizabeth Mestichelli**

In pursuance of a judgment dated 22 March 1989 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, 17 June 1994 at 15:00:

Erf 1432, Walmer, in the Municipality and Division of Port Elizabeth, in extent 1 444 (one thousand four hundred and forty-four) square metres, situated at 12 Eighth Avenue, Walmer, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey dwelling under an iron roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, family room, two garages and a swimming-pool.

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 V.A.T. 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 V.A.T.] are also payable on date of sale.

Dated the 17th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 8184/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedbank Limited versus Balekile Molothi, Xoliswa Stella Molothi**

In pursuance of a judgment dated 22 April 1991 and an attachment on 27 October 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 June 1994 at 14:15:

Erf 445, Motherwell NU6, Phase 1 Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 268 Mgwana Street, Motherwell NU 6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT) are also payable on date of sale.

Dated 17 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.



Case 941/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-eastern Cape Local Division)

**Nedcor Bank Limited, Plaintiff versus Gregory David Barnard, Defendant**

In pursuance of a judgment dated 16 May 1994 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 17 June 1994 at 15:00:

Erf 2297, Walmer, in the Municipality and Division of Port Elizabeth, in extent 1008 (one thousand and eight) square metres, situated at 24 Starling Crescent, Greenshields Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached dwelling under an asbestos roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, double garage and carport.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, Rink Street, Port Elizabeth.

**Terms:** 10% (ten per cent) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 19th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 1000/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Saambou Bank Beperk, Eiser, en Mnr. Stefanus Jacobus Botha Swart, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof, Stellenbosch, gedateer 23 Maart 1994 en die lasbrief gedateer 24 Maart 1994, die hiernagenoemde onroerende eiendom sal op eksekusieveiling op Dinsdag, 21 Junie 1994 om 10:30, op die perseel van Heuningboomstraat 32, Stellenbosch, verkoop word onderhewig aan die voorwaardes wat deur die prokureur vir Eiser, Purdon Gilmour, voorgelees word by die geregtelike verkoping. Betaling sal slegs geskied in kontant of deur 'n bankgewaarborgde tjek.

Erf 11942, Weltevrede, Stellenbosch, in die Munisipaliteit en Afdeling van Stellenbosch, groot 237 m<sup>2</sup>, gehou te Transportakte T65021/93 en Verbandakte B62204/1993.

Die huis bestaan uit twee slaapkamers, badkamer, woonkamer en kombuis.

Gedateer te Stellenbosch op hierdie 16de dag van Mei 1994.

Purdon Gilmour, Prokureur vir Eiser en Afslaer, Purdon Gilmourgebou, hoek van Dorp- en Louwstraat, Stellenbosch. (Verwysing: TPG/mej. Gilmour.)

Case 6025/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL

**ABSA Bank Limited, trading as United Bank versus Muriel Pecar**

The following property will be sold in execution at the site of the property, 4 Swartvlei Street, Paarl, Cape, on Wednesday, 29 June 1994 at 11:00, to the highest bidder:

Erf 12626, Paarl, in extent 542 square metres, held by T66550/1990, situated at 4 Swartvlei Street, Paarl, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and two garages.

2. **Payment:** Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0472/103962/gl.)

Case 13779/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Jeremy Joseph Jacobs**, and **Leah Swarts**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 27 June 1994 at 09:00, to the highest bidder:

Erf 5107, Blue Downs, in extent 303 square metres, held by T30349/1993, situate at 9 Joan Street, Detrol Village, Blue Downs, 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 Riebeeck Street, Cape Town. (Ref. D3A0599/105622/gl.)

Case 3548/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Alwyn Johannes Jacobus van Wyk**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West dated 8 November 1990, 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 22 June 1994 at 15:30:

Erf 7923, Somerset West in the Municipality of Somerset West, Stellenbosch Division, in extent 1 456 (one thousand four hundred and fifty-six) square metres, street address: 52 Lourens Street, Somerset West.

*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, three bedrooms, one and a half bathrooms and 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, 5 Church Street, Somerset West.

(4) Payment shall be effected as follows:

Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 20th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5633/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Johannes Daniel Batist**, First Execution Debtor, and **Jo-Anne Maureen Marney**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 8 June 1992, 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 23 June 1994 at 12:30:

Erf 4755, Blue Downs, in the Lower Kuils River No. 1 Local Area, Stellenbosch Division, in extent 312 (three hundred and twelve) square metres, street address: 34 Jakaranda Street, Blue Downs, Eerste River.

*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, kitchen, lounge, bathroom, toilet and tiled roof.

(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 centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen 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 19th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5951/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Limited**, Plaintiff, *versus* **Pindile Damaneti**, Defendant

In pursuance of a judgment dated 25 March 1994 and an attachment on 13 May 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 June 1994 at 14:15:

Erf 10164, lbhayi, at kwaZakhele in the Administrative District of Port Elizabeth, in extent 231 (two hundred and thirty-one) square metres, situated at 10164 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 18th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 42904/92

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

in the matter between **ABSA Bank Limited** (Allied Bank division), Execution Creditor, and  
**Christopher Emanuel Edward Harris**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 7 September 1992 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 29 June 1994 at 14:00:

Erf 75340, Cape Town at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

**Street address:** 39 Eighth Avenue, Fairways, Wynberg.

**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:

Brick dwelling under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and 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, 7 Electric Street, Wynberg.

(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 18% (eighteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.



Case 786/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited** (trading as United Bank Limited) *versus* **Mr James Smidt**

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, 14 Hibiscus Street, Lenteguur, Mitchells Plain, 7785, on Monday, 20 June 1994 at 10:00:

Erf 8505, Mitchells Plain, in the Municipality of Cape Town, in extent 142 (one hundred and forty-two) square metres, held by Deed of Transfer T57426/90 and situated at 14 Hibiscus Street, Lenteguur, Mitchells Plain, 7785.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain.

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

A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the 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 6th 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/Z23124.)

Case 9435/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**ABSA Bank Limited** (trading as United Bank) *versus* **Freddie Lewis and Gwendoline Lewis**

The following property will be sold in execution by public auction held at 6 Buffelsnek Close, Atlantis, to the highest bidder on 22 June 1994 at 10:00:

Erf 8909, Westfleur in the Atlantis Residential Local Area Division, Cape, in extent 370 (three hundred and seventy) square metres, held by Deed of Transfer T43219/93, situated at 6 Buffelsnek Close, Atlantis.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed:

A dwelling consisting of lounge, kitchen, 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 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 this 6th day of May.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 14670/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and  
**Michael Winston Leonard Spencer Britts**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 4 February 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 28 June 1994 at 11:15:

Erf 1258, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, in extent 496 (four hundred and ninety-six) square metres.

*Street address:* 134 Visser Street, Kraaifontein.

*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:

Brick building, TV-room, lounge, dining-room, kitchen, bathroom, toilet, three bedrooms, study, double garage and swimming-pool.

(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 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 17th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 30622/93

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **William Charles Butcher**, First Execution Debtor, and **Margot Leone Butcher**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 8 November 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 1 July 1994 at 10:00:

Erf 90718, Cape Town at Wynberg, in the Municipality of Cape Town, Cape Division, in extent 584 (five hundred and eighty-four) square metres.

Street address: 8 Mourn Road, Golf Links, Wynberg.

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: Brick dwelling consisting of plus minus three bedrooms, bathroom, kitchen, lounge/dining-room, double garage and tiled roof.

(3) The full 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, 7 Electric Street, Wynberg.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per 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 Bellville on this the 11th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 53608/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Geoffrey Pratt Yule**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 1 December 1992, 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 1 July 1994 at 12:00:

548 Bergvliet, in the City of Cape Town, Cape Division, in extent 947 (nine hundred and forty-seven) square metres.

Street address: 5 Rose Street, Bergvliet.

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: Four bedrooms, one and a half bathroom, w.c., lounge, dining-room, kitchen and servants' quarters.

(3) The full 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, 7 Electric Street, Wynberg.

(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 17,25% (seventeen comma two five) 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 11th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9199/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Nico Barnard**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Paarl dated 25 April 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 20 June 1994 at 10:00:

(a) Remainder of Erf 4102, Paarl, in the Municipality and Division of Paarl, in extent 1555 (one thousand five hundred and fifty-five) square metres.

(b) Remainder of Erf 4105, Paarl, in the Municipality and Division of Paarl, in extent 1193 (one thousand one hundred and ninety-three) square metres.

Street address: 36 and 38 Mill Street, Paarl.

*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: Semi-detached dwelling with two lounges, dining-room, family room, study, two kitchens, laundry, five bedrooms, shower, three bathrooms/w.c., 2 w.c. and gamesroom.

(3) The full complete conditions of sale will be announced by the Sheriff of the Magistrate's Court of auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 40 Du Toit Street, Paarl.

(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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13455/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Johannes Swannee Marthinus Martins**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 23 June 1994 at 09:00:

Erf 2941, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T47617/92, situated at 11 Geysler Street, Devon Park, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the office of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, three bedrooms, bathroom/toilet and kitchen.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4961/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **H. A. J. Wasmuth**, Defendant

In the above matter a sale will be held on Monday, 20 June 1994 at 10:30, at the site of 8 De Keur Avenue, Durbanville, being Erf 1674, Durbanville, in the Municipality of Durbanville, Cape Division, measuring 2 025 (two thousand and twenty-five) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.



2. One tenth  $\frac{1}{10}$  of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling, comprising three bedrooms, two bathrooms, study, lounge, dining-room, servants' quarters, double garage and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

#### Case 10218/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Keith Temmers**, First Defendant, and **Felicia Winifred Temmers**, Second Defendant

In the above matter a sale will be held on Wednesday, 22 June 1994 at 10:00, at the site of 24 Suikerbos Street, Belhar, being Erf 20204, Bellville, in the Local Area of Belhar, Cape Division, measuring 706 (seven hundred and six) square metres.

##### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth  $\frac{1}{10}$  price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with a tiled roof comprising lounge, dining-room, three bedrooms, toilet, bathroom and kitchen.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

#### Case 785/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Errol Payne**, Defendant

In the above matter a sale will be held on Thursday, 23 June 1994 at 10:00, at the site of 28 Martin Dale Road, Kleinvlei, Eerste River, being Erf 2406, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, measuring 277 (two hundred and seventy-seven) square metres.

##### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth  $\frac{1}{10}$  of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

#### Case 2500/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Christiaan Frederik Gideon Geldenhuys**, Defendant

In the above matter a sale will be held on Thursday, 23 June 1994 at 10:45, at the site of 2A Botterblom Road, Marinda Park, Kuils River, being Erf 10292, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 334 (three hundred and thirty-four) square metres.

##### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth  $\frac{1}{10}$  of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, dining-room, bathroom, kitchen and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

#### Case 3500/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **D. J. Lewis**, First Defendant, and **I. B. Lewis**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 12 April 1994, the property listed hereunder will be sold in execution, on 17 June 1994 at 10:00, at 9 Weldra Crescent, Northpine, Brackenfell, to the highest bidder:

Certain Erf 8394, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, known as 9 Weldra Crescent, Northpine, Brackenfell, 7560, in extent 435 (four hundred and thirty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed, four bedrooms, kitchen, lounge, bathroom and dining-room.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 3rd day of May 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N253.)

#### Case 32208/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buyisile H. Mbareni**, Defendant

In pursuance of a judgment dated 20 October 1994 and an attachment on 14 December 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 17 June 1994 at 14:15:

Erf 1244, Motherwell, NU7, Administrative District of Uitenhage, in extent 234 (two hundred and thirty-four) square metres, situated at 48 Mpheko Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per centum) on first R20 000 and 3% (three per centum) on the balance are also payable on date of sale.

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

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Mario de Allende**, First Judgment Debtor, and **Dorothea de Allende**, Second Judgment Debtor

In pursuance of a judgment granted on 2 December 1993, in the Wynberg, Magistrate's Court, the following property will be sold to the highest bidder, on 30 June 1994 at 12:00, at 54 Leafmore Road, Kenwyn:

*Description:* Erf 60545, Cape Town, in the Municipality of Cape Town, in extent 620 (six hundred and twenty) square metres.

*Postal address:* 54 Leafmore Road, Kenwyn.

*Improvements:* Dwelling, lounge, kitchen, three bedrooms, bathroom/toilet and garage.

Held by Deed of Transfer T35022/85.

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, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

**Saak 28472/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Colin Thomas Andrews**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusie lasbrief gedateer 21 September 1993, sal die ondergemelde eiendom verkoop word op 24 Junie 1994 om 14:15, by die Nuwe Gereghowe, 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 9040, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 312 vierkante meter, ook bekend as Barberrylaan 279, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 6de dag van Mei 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z15811.)

**Saak 13574/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Joseph Wewers**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusie lasbrief gedateer 2 Junie 1993, sal die ondergemelde eiendom verkoop word op 24 Junie 1994 om 14:15, by die Nuwe Gereghowe, 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 9043, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 328 vierkante meter, ook bekend as Barberryweg 285, Uitbreiding 33, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 6de dag van Mei 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z10429.)

**Saak 3784/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mervyn John O'Brien**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusie lasbrief gedateer 23 Februarie 1994, sal die ondergemelde eiendom verkoop word op 24 Junie 1994 om 14:15, by die Nuwe Gereghowe, 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 15074, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 275 vierkante meter, ook bekend as Butterlilylaan 8, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 6de dag van Mei 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z18890.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **David Field Edwards**

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, 48 First Avenue, Kleinbegin, Kraaifontein, 7570, on Thursday, 16 June 1994 at 12:15.

Erf 3946, Kraaifontein, in the Municipality of Kraaifontein, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer No. T776/93 and situated at 84 First Avenue, Kleinbegin, Kraaifontein, 7570.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, dining-room, kitchen, one and half bathroom, three bedrooms, patio, s.q. and garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 4 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 Z24520.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Stuart Fisher Harris and Charlotte Harris**

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, 20 Sonneweelde, Goedemoed, Durbanville, 7550, on Monday 20 June 1994 at 11:30.

Erf 6696, Durbanville, in the Municipality of Durbanville, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer No. T63318/92 and situated at 20 Sonneweelde, Goedemoed, Durbanville, 7550.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, kitchen, bathroom, two bedrooms and carport.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 3 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 Z24084.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **The Standard Bank of South Africa Limited**, Exexecution Creditor, and **Lawrence Hilton**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of the Cape, dated 10 September 1992, 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 30 June 1994 at 10:30:

(a) Section 4, as shown and more fully described on Sectional Plan SS27/81, in the building or buildings known as Westminister House, situated at Green Point of which section the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the mortgaged section in accordance with the participation quota of the mortgaged section.

*Street address:* 7 Westminister House, High Level Road, Green Point.

**Conditions of sale:**

(1) The property will be sold in execution without reserve and voetstoets 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, bedroom, bathroom, w.c. and kitchen.

(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, Mandatum Building, 44 Barrack Street, Cape Town.

(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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Case 11223/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Willem Adriaan Visagie**, First Defendant, and **Maria Magdalena Visagie**, Second Defendant

In the above matter a sale will be held on Thursday, 23 June 1994 at 11:30, at the site of 5 Langverwacht Road, Klipdam, Kuils River, being:

Erf 1510, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 1 741 square metres.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoets and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, dining-room, study, kitchen, two toilets, bathroom, laundry and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

**Case 25/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, trading as United Bank versus **George Witbooi**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 22 June 1994 at 10:00:

Erf 30911, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 144 (one hundred and forty-four) square metres, held by Deed of Transfer T52229/93, situated at 29 Swemmer Street, Mitchells Plain.

**Conditions of sale:**

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 21st day of April 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1368/87

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

In the matter between **Jim Gerard Paul Broekhuysen**, Judgment Creditor, and Estate late **Norman John Jansen**,  
First Judgment Debtor, and **Edna Jansen**, Second Judgment Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Stellenbosch, dated 25 June 1992, and a warrant of execution, the Second Judgment Debtor's one half share and the Second Judgment Debtor's right, title and interest in the remaining half share in the following properties will be sold in execution on Tuesday, 21 June 1994 at 09:00, at the properties, namely, Portion 10, a portion of Portion 4, of the farm Stellenbosch Road 510, situated in the Municipality and Division of Stellenbosch, measuring 6 409 (six thousand four hundred and nine) square metres; and Portion 51, a portion of Portion 4, of the farm Stellenbosch Road 510, situated in the Municipality and Division of Stellenbosch, measuring 6 633 (six thousand six hundred and thirty-three) square metres; and also known as Laboria Farm, Jamestown, Stellenbosch, and held by Deed of Transfer T15231/1976.

The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act as amended and the rules made thereunder. The purchase price will be payable as follows:

(a) One tenth ( $\frac{1}{10}$ ) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Magistrate's Court, for the account of the Execution Creditor, such payment to be made on the day of the sale; and

(b) the balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under the conditions of sale.

The improvements to the above property are as follows: A residential dwelling-house.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Stellenbosch.

Dated at Somerset West this 17th day of May 1994.

Havenga & Smith-Symms, Attorneys for Judgment Creditor, 11 Caledon Street, Somerset West. (Ref. C. V. Smith-Symms:CVDV:B215.)

Case 2048/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

In the matter between **Anglo American Farms Limited**, trading as Vergelegen Estates, Plaintiff, and **H. Herandien**,  
Defendant

In pursuance of a judgment of the Magistrate's Court of Strand, and writ of execution dated 23 September 1993, the property listed hereunder, and commonly known as 28 Nazli Street, Strand, will be sold in execution at the premises, on Wednesday, 22 June 1994 at 11:00, to the highest bidder:

Erf 17876, Strand at Casablanca, in the Municipality of Strand, Cape Division, in extent 160 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, Strand, 4 Kleinbos Avenue, Strand. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. D. Waddilove/A.8.)

Case 2251/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and  
**Russel Peter Swartz**, First Defendant, and **Melita Merle Swartz**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 9 March 1994, the property listed hereunder, and commonly known as 3 Palmiet Crescent, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 4297, Blue Down, situated in the Lower Kuils River No. 1 Area, Division of Stellenbosch, in extent 328 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 13th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1652.)



## Case 2704/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Derick Blankenberg**, First Defendant, and **Georgina Una Elizabeth Blankenberg**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 18 March 1994, the property listed hereunder, and commonly known as 21 Curlew Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 6369, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 418 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 13th day of May 1994:

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1654.)

## Case 14142/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ivan Fransman**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 6 December 1993, the property listed hereunder, and commonly known as 8 Eland Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 6270, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, in extent 438 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 13th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1594.)

## Case 2252/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jakobus Nakoo**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 9 March 1994, the property listed hereunder, and commonly known as 79 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 6245, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 363 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 13th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1651.)

Case 30136/92

## 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 **Thomas Georg Felix Koschorrek**, First Defendant, and **Dorothe Marieleuse Koschorrek**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 27 January 1993, the property listed hereunder, and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises, on Tuesday, 21 June 1994 at 15:00, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 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, 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 on this the 4th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1316.)

Case 2855/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Russel George Marthinus**, First Defendant, and **Charmaine Clara Marthinus**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 14 April 1994, the property listed hereunder, and commonly known as 10 Sunbird Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 6266, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 390 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement block with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1675.)

Case 5180/94

## 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 **Crystal Less**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 29 March 1994, the property listed hereunder, and commonly known as 22 Bromley Road, Gleemoore, Athlone, will be sold in execution at the premises, on Tuesday, 21 June 1994 at 14:00, to the highest bidder:

Erf 34346, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 388 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with sink 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 on this the 26th day of April 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1664.)

## Case 5740/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Achmed Ganie Parker**, Defendant

In pursuance of a judgment of the Magistrate's Court of Malmesbury, and writ of execution dated 18 August 1993, the property listed hereunder, and commonly known as 23 Bottelbrush Street, Protea Park, Atlantis, will be sold in execution at the premises on Thursday, 23 June 1994 at 10:00, to the highest bidder:

Erf 2627, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 350 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, Malmesbury, 71 St John's Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of May 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.1338.)

## Case 9457/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Catherina Magdalena Davids**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 27 August 1992, the property listed hereunder, and commonly known as 208 Stratford Avenue, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 June 1994 at 09:00, to the highest bidder:

Erf 4226, Blue Downs, in the Blue Downs Local Area, Stellenbosch Division, in extent 304 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 13th day of May 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.1243.)

## Saak 4907/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Elizabeth Ann Capo**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 24 Maart 1993, en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 24 Junie 1994 om 14:15, te Ingang van die Nuwe Geregshowe, Hoofstraat, Noordeinde, Port Elizabeth:

Sekere Erf 2368, Kabega, in die munisipaliteit en afdeling Port Elizabeth, groot 1 470 (eenduisend vierhonderd en sewentig) vierkante meter, geleë te Stoneridgesingel 8, Beverley Grove, Port Elizabeth.

*Verbeterings:* Hoewel niks in hierdie verband gewaarborg word nie is die eiendom verbeter met 'n woonhuis.

*Vernaamste verkoopvoorwaardes:*

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalings van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprys is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar, moet die koper 'n bank of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 6de dag van Mei 1994.

Wilke Weiss Van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 56-4220.] (Verw. PVR/evv/SB580.)



Case 318/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Michael Victor Schrieff**, First Defendant, and **Colleen Juanita Schrieff**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property commonly known as 78 Sundown Drive, Turfhall, Ottery, on Thursday, 23 June 1994 at 14:00, namely:

Erf 3490, Ottery, situated in the Local Area of Ottery, Cape Division, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T28817/1993, commonly known as 78 Sundown Drive, Turfhall, Ottery, which property is said, without warranty as to the correctness thereof, to comprise of: Single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: One single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 22nd day of April 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. P. Waters/jm 20247.)

Case 15725/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Kevin Elroy Langeveldt**, First Judgment Debtor, and **Beth-Marie Joan Langeveldt**, Second Judgment Debtor

In pursuance of a judgment granted on 31 March 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 23 June 1994 at 09:00, at Kuils River Court-house:

*Description:* Erf 4023, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and seventeen (217) square metres.

*Postal address:* 2 Eslingen Way, Silversands, Blue Downs.

*Improvements:* Dwelling, three bedrooms, toilet, bathroom, dining-room, kitchen, lounge and garage, held by Deed of Transfer T24265/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 13th day of May 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Posbus 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 7324/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Bepers**, Eiser, en **Edward Henry Bredenkamp**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 16 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 23 Junie 1994 om 10:00:

Sekere Erf 14964, Kimberley, geleë in die stad Kimberley, groot 1 350 vierkante meter, gehou kragtens Akte van Transport T3221/92, ook bekend as La Rochelle 26, Royldene, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met ses slaapkamers, kombuis, sitkamer, familiekamer, twee motorhuise, swembad, twee en 'n half badkamers, eetkamer, studeerkamer, twee motorafdakke maar niks word gewaarsborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

#### Case 2387/94

##### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Fidelity Bank Ltd**, incorporating the former Eastern Province Building Society, Plaintiff, and **Tobile Peter Tafane**, First Defendant, and **Brenda Tafane**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 21 March 1994, and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 22 June 1994 at 10:00, at 44 St George's Gardens, St George's Street, Southernwood, East London:

1. Section 19 (nineteen), as shown and more fully described on Sectional Plan SS6/1992 in the scheme known as St George's Gardens, in respect of the land and building or buildings situated at Southernwood in the Municipality of the City of East London of which section the floor area according to the said sectional plan is in extent 83 (eighty-three) square metres.

2. 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 unit is held by Deed of Transfer ST4842/1993.

Nothing in regard to the properties or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 16th day of May 1994.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

#### Case 3884/94

##### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Fidelity Bank Ltd**, incorporating the former Eastern Province Building Society, Plaintiff, and **Windisa Lungelwa Cynthia Matushe**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 26 April 1994, and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 22 June 1994 at 10:00, at 53 St George's Court, St George's Street, Southernwood, East London:

1. (a) Section 23 (twenty-three) as shown and more fully described on Sectional Plan SS6/1992, in the scheme known as St George's Gardens, in respect of the land and building or buildings situated at Southernwood, in the Municipality of the City of East London, which section the floor area according to the said sectional plan is in extent 54 (fifty-four) square metres.

(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 unit is held by Deed of Transfer ST5117/1993.

(2) An exclusive use area described as P53, being Parking Bay 53, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as St George's Gardens, in respect of the City of East London, which exclusive use is held by virtue of Notarial Deed of Cession SK142/1993.

Nothing in regard to the property or any buildings which may be erected is guaranteed: The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 16th day of May 1994.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Street, East London. (Ref. J. N. Cocks/ALP.)

#### Case 2910/94

##### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Fidelity Bank Ltd** (incorporating the former Eastern Province Building Society), Plaintiff, and **Nonyameko Nondabula**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 March 1994 and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 22 June 1994 at 09:30 at 22 Rose Gardens, St George's Street, Southernwood, East London:

1. (a) Section 92 (ninety-two) as shown and more fully described on Sectional Plan SS6/1992 in the scheme known as St George's Gardens in respect of the land and building or buildings situated at Southernwood, in the Municipality of the City of East London, of which section the floor area according to the said section plan is in extent 97 (ninety-seven) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. An exclusive area described as P11, being Parking Bay 11, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land the scheme known as St George's Gardens in respect of the land and building or buildings situated at Southernwood, in the Municipality of the City of East London, as shown and more fully described on Sectional Plan SS 6/1992. Which exclusive use area is held by virtue of Notarial Deed of Cession SK136/1993 S.

Nothing in regard to the properties or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London on this 16th day of May 1994.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref J. N. Cocks/ALP.)

Case 296/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **Gerald Keith Paul** and **Annetta Adoria Paul**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 23 June 1994 at 09:00:

Erf 5, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 319 square metres, also known as 16 Romelia Crescent, Conifers, Eerste River.

##### *Conditions:*

1. The following information is furnished, but not guaranteed:

Dwelling with three bedrooms, lounge, kitchen, dining-room, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 16th day of May 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 9754/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ESKOM**, Judgment Creditor, and **John Edward Klaase**, Judgment Debtor

In pursuance of a judgment granted on 31 March 1994, in the Magistrate's Court, Malmesbury, the following property will be sold to the highest bidder on 21 June 1994 at 10:30 at 14 Adriatic Avenue, Avondale, Atlantis:

*Description:* Erf 375, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent four hundred and fifty (450) square metres.

*Postal address:* 14 Adriatic Avenue, Avondale, Atlantis.

*Improvements:* Dwelling: Lounge, dining-room, three bedrooms, bathroom, toilet and garage.

Held by Deed of Transfer T11721/89.

##### *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. *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 17% (seventeen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 13th day of May 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]



Case 83/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ESKOM**, Judgment Creditor, and **Rudowaan Cornelius**, First Judgment Debtor, and **Katrina Cornelia Cornelius**, Second Judgment Debtor

In pursuance of a judgment granted on 31 March 1994, in the Magistrate's Court, Malmesbury, the following property will be sold to the highest bidder on 24 June 1994 at 10:00 at 2 10th Avenue, Greenville, Darling:

*Description:* Erf 1100, Darling, in the Municipality of Darling, Malmesbury Division, in extent six hundred and sixty-three (663) square metres.

*Postal address:* 2 10th Avenue, Greenville, Darling.

*Improvements:* Dwelling: Lounge, four bedrooms, two bathrooms/toilets, kitchen and garage.

Held by Deed of Transfer T29529/88.

*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. *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 21% (twenty-one per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 13th 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 3149/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. D. & J. J. Moosa**, Verweërders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 14 April 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Lynette Slot 9, Brentwood Park, Blue Downs, per publieke veiling te koop aangebied op 27 Junie 1994 om 10:45:

Erf 5851, Blue Downs, ook bekend as Lynette Slot 9, Brentwood Park, Blue Downs, afdeling Kaap, groot 278 vierkante meter, gehou kragtens Transportakte T73864/90.

*Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof, Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die 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 sewe (7) dae na die datum van die verkoping verstrekkend 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 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, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 17 Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. Mev. Swart/EMN368.)

Case 45247/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Eastern Province Building Society**, Plaintiff, and **Mogomat Alodien Salie**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property commonly known as 28 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, on Tuesday, 21 June 1994 at 12:00, namely:

Section 28, as shown and more fully described on Sectional Plan SS266/1993, in the scheme known as Lakeside Mews in respect of the land and building or buildings situated at Zeekoeivlei in the Local Area of Grassy Park, Cape Division.

An undivided share of the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, in extent the floor area according to the sectional plan is 29 (twenty-nine) square metres, held by Certificate of Registered Title ST10120/1993 dated 23 August 1993.

Commonly known as 28 Lakeside Mews, corner of Ninth Avenue, and Lake Road, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise of a flat on the ground floor consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property:

One flat on the ground floor consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 15th day of April 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 21733.)

**Saak 200/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS**

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Vonnisskuldeiser, en **Shaukat Allie**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 18 Maart 1994, en 'n lasbrief vir eksekusie uitgereik op 18 Maart 1994, sal die eiendom bekend as Erf 413, Hawston, in die Plaaslike gebied van Hawston, afdeling Caledon, geleë te Loverslane 324, Hawston, groot 2 158 vierkante meter, gehou kragtens Transportakte T36132/1974, in eksekusie verkoop word op 24 Junie 1994 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie:

'n Sakeperseel.

Gedateer te Hermanus op 19 Mei 1994.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft Hoofweg 155, Hermanus.

**Case 3106/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**ABSA Bank Limited** trading as United Bank, *versus*, **Philip Donald Muller**, and **Pamela Kathleen Muller**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 23 June 1994 at 09:00:

Erf 2846, Eerste River in the Local Area of Melton Rose, Division Stellenbosch, in extent 316 (three hundred and sixteen) square metres, held by Deed of Transfer T55731/88, situated at 10 Wood Street, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, two bedrooms, bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 13th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 3710/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Beperk**, Eiser, en **David Roger Williams**, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 17 Junie 1994 om 11:00 by die eiendom te die perseel van Barekha Plaas, Grabouw, te koop aangebied word:

**Erf:** Die restant van Gedeelte 21 ('n gedeelte van Gedeelte 3) van die plaas Compagnies Drift 436, in die afdeling Caledon.

**Groot:** 30,6745 (dertig komma ses sewe vier vyf) hektaar.

**Gehou:** Kragtens Akte van Transport T70034/1990.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Moderne woonhuis: Oop-plan eet-/sitkamer en kombuis, twee slaapkamers, badkamer, gedeeltelik voltooide dubbelmotorhuis. Ongeveer 1 kilometer vanaf Botrivier.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Caledon, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer 0281-21108.

Gedateer te Kaapstad op hierdie 19de dag van Mei 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Faks. 418-1329.) (Verw. J. Swart/Ddb/ms.)

Case 1747/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF QUEENSTOWN HELD AT QUEENSTOWN

In the matter between **Nedperm Bank Limited**, Judgment Creditor, and **Mrs G. J. du Preez**, Judgment Debtor

In pursuance of judgment granted on 5 February 1992, in the Magistrate's Court for the District of Queenstown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, at the Magistrate's Office, Steynsburg, to the highest bidder:

**Description:** Erf 295, Steynsburg, in the Municipality and Division of Steynsburg better known as 9 Eendrag Street, Steynsburg.

**Postal address:** 9 Eendrag Street, Steynsburg.

**Improvements:** Comprising a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.  
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.

3. One-tenth (1/10th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 16,50% (sixteen comma fifty per cent) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen days after the date of sale by bank or building society guarantee.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrate's Office, Steynsburg.

Dated at Queenstown this 19th day of May 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320. [Tel. (0451) 82053.]

Saak 118/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **T. Alexander**, Eerste Eksekusieskuldenaar, en **L. Alexander**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof, vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 2 Julie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Lantanastraat 69, Paarl, verkoop word op 27 Junie 1994 om 11:00, aan die hoogste bieder:

Erf 12749, Paarl, in die munisipaliteit en afdeling Paarl, groot 274 (tweehonderd vier-en-sewentig) vierkante meter, geleë te Lantanastraat 69, Paarl-Oos.



**Verkoopvoorwaardes:**

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig en die reëls en bepalings wat daarvolgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 6de dag van Mei 1994.

Oosthuizen & Kie., Prokureurs vir Eiser, Hoofstraat 304; Posbus 246, Paarl. (Tel. 02211-23014/5/6.) (Fax. 02211-22756.) (Verw. MO/mv.)

**Saak 763/94****IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **NBS Bank Beperk**, Eiser, en **I. J. en K. M. Afrika**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, te Kuilsrivier, gedateer 14 April 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te kaan aangebied op 1 Julie 1994 om 09:00:

Erf 5436, Eersterivier, ook bekend as Pilanes Slot 7, Gillcape, Eersterivier, afdeling Stellenbosch, groot 275 vierkante meter, gehou kragtens Transportakte T4100/90.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die 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 sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die 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 Vonnisskuldeiser, asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Geteken op hierdie 18de dag van Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN354.)

**Saak 3496/94****IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. Daniels en A. B. Soeman**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, te Kuilsrivier, gedateer 19 April 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Higgsstraat 32, Kuilsrivier, per publieke veiling te koop aangebied op 27 Junie 1994 om 11:30:

Erf 10787, Kuilsrivier, ook bekend as Higgsstraat 32, Kuilsrivier, afdeling Stellenbosch, groot 471 vierkante meter, gehou kragtens Transportakte T7261/93.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die 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 sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 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 Vonniskskuld-eiser, 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.

Geteken op hierdie 17de dag van Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN380.)

**Saak 9449/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Brian Trevor Wright**, Eerste Verweerder, en **Hester Wright**, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Desember 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Vrydag, 24 Junie 1994 om 14:15, voor die Nuwe Landdros te Noordeinde, Port Elizabeth, aan die hoogste bieder:

Gedeelte 62 (gedeelte van Gedeelte 25) van die plaas Brakkefontein 416, groot 8,8389 hektaar, gehou kragtens Transportakte T23314/87, geleë te die plaas Brakkefontein 416, Rooklands, afdeling Uitenhage.

**Verbeterings:** 'n Woonhuis met gebruiklike buitegeboue op 'n kleinhoewe, alhoewel geen waarborg in verband daarmee gegee word nie.

**Terme en voorwaardes:** Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (Afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

**Voorwaardes van verkoping:** Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju van die Landdroshof, Noordstraat 36, Port Elizabeth.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

**Case 6343/92**

#### 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 **Nosipho Yona**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 3 April 1992, and the warrant of execution dated 3 April 1992, the following property will be sold in execution, without reserve, to the highest bidder, on 17 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 498, Kwamagxaki, in the Area of Jurisdiction of the East Cape Development Board, in extent 286 (two hundred and eighty-six) square metres, situated at 54 Gqalo Street, Kwamagxaki, Port Elizabeth, held under Certificate of Right of Leasehold 498/1 Kwamagxaki.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A dwelling-house consisting of lounge, kitchen, dining-room, four bedrooms bathroom and separate 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 13th day of May 1994.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX359.)

**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, Eksekusieskuldeiser, en **Fred Gordon Delpoit**, 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 22 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, toilette, 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 kantoor-ure ter insae lê by die kantore van die ondergetekende en van die Geregsbode, Wellingtonstraat 36A, George, sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, CJ Langenhovenweg, George.

**Case 781/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD**

In the matter between **Stockowners Co-Operative Ltd**, Plaintiff, and **Rulf William Abrams**, Defendant

In pursuance of a judgment granted on 17 December 1993 in the Court of the Magistrate, Kokstad, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 June 1994 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

**Description:** Remainder of Portion 1 (Collywobbles), of the farm Rooipoort 196, in extent 42,3746 hectares, held by Deed of Partition Transfer T3282/78.

**Improvements:** Dwelling-house.

**Town-planning:** Residential.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court, Sheriff within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at out offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

**Case 4118/93**  
PH 255

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Wilson Norman Stevenson**, 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 2 Bronkhorst Street, Parow Valley, on Wednesday, 13 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, 1 Boston Street, Bellville:

Erf 10899, Parow in the Municipality of Parow, Cape Division, in extent 608 square metres, and situated at 2 Bronkhorst Street, Parow Valley.

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

A 90 square metres main dwelling consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom with water closet and a 34 square metres, outbuilding consisting of a garage and a store.

**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 20th 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/S1147/3171.)



Case 89/94

PH 255

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael Nell**, First Defendant, and **Francis van der Merwe**, 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 26 Sunset Crescent, Macassar, on Friday, 29 July 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Boland Bank Building, Main Road, Strand:

Erf 3010, Macassar, in the Local Area of Macassar, Division of Stellenbosch, in extent 312 square metres, and situated at 26 Sunset Crescent, Macassar.

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

A 70 square metres main dwelling consisting of a lounge/dining-room, kitchen, three bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town this 20th 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/S1071/3030.)

Case 16223/93

PH 255

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mary Bosman**, 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 18 Ayreshire Street, Montana, on Tuesday, 12 July 1994 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 113037, Cape Town at Cape Flats, in the Municipality of Cape Town, Cape Division, in extent 558 square metres, and situated at 18 Ayreshire Street, Montana.

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

A 160 square metres main dwelling consisting of a lounge/dining-room, kitchen, four bedrooms, bathroom with water closet, water closet and a 37 square metres, outbuilding consisting of two garages and a laundry.

**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 20th 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/S1553/4018.)

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 **Rodney Stephen Nicolas**,  
First Defendant, and **Isabel Nicolas**, 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 32 Cardington Close, Santana, Eerste River, on Friday, 8 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, 29 Northumberland Avenue, Bellville:

Erf 5748, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 299 square metres, and situated at 32 Cardington Close, Santana, Eerste River.

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

A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 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 without 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 20th day of May 1994.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1143/3158.)

Saak 5929/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Kaaop die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **William Granville George Eliot**, Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Kaaop die Goeie Hoop Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 17 Junie 1994 om 11:00, te Morkelstraat 22, Somerset-Wes, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur Balju, Strand/Somerset-Wes, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju, Strand/Somerset-Wes, Boland Bankgebou, Hoofweg, Strand, ter insae sal lê:

Erf 8117, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 3 251 (drieduisend tweehonderd een-en-vyftig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T31962/1985.

Die eiendom is:

1. Gesoneer Residensieel.
2. Is geleë te Morkelstraat 22, Somerset-Wes.
3. Is verbeter met 'n woonhuis.

Geen waarborg hoegenaamd word egter in hierdie verband gegee nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslagsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf datum van verkoping aan die Balju, Strand/Somerset-Wes, verskaf word. Die volledige verkoopvoorwaardes kan ingesien word te kantore van die Balju, Strand/Somerset-Wes, Boland Bankgebou, Hoofweg, Strand.

Gedateer te Somerset-Wes op hierdie 19de dag van Mei 1994.

H. C. Potgieter, vir J. C. Louw, Du Plessis & Vennote, Eiser se Prokureurs, Andries Pretoriusstraat 76, Somerset-Wes.  
[Tel. (024) 852-1517.]

Case 2787/94

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 **Mercia Booyesen**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 24 February 1994, and the warrant of execution dated 24 February 1994, the following property will be sold in execution, without reserve, to the highest bidder on 17 June 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 13515, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 487 (four hundred and eighty-seven) square metres, situated at corner of 60 Fember Street and 33 Armeria Crescent, Bethelsdorp, Port Elizabeth, held under Deed of Transfer T59880/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A blocks under tiles dwelling-house consisting of lounge, kitchen, dining-room, three bedrooms and bathroom/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 West.

Dated at Port Elizabeth this 16th day of May 1994.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX360.)

Saak 898/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank Beperk, Eiser, en **Nicolaas Frank van Blerk**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Humansdorp, gehou te Humansdorp, gedateer 28 Junie 1993, en 'n lasbrief gedateer 28 Junie 1993, sal die ondergemelde eiendom in eksekusie, sonder reserwe, maar onderworpe aan die verkoopvoorwaardes, aan die hoogste bieder op Vrydag, 24 Junie 1994 om 10:30, by die hoofingang van die kantore van die Balju van die Landdroshof, Humansdorp, te Hoofstraat 3, Humansdorp, verkoop word, naamlik:

Erf 841, Astonbaai, in die munisipaliteit van Jeffreysbaai, afdeling Humansdorp, groot tweehonderd drie-en-veertig (243) vierkante meter, geleë te Lorrainesingel, Astonbaai, gehou deur Akte van Transport T63388/1991.

Daar is geen verbeterings op die eiendom nie.

'n Verband kan vir 'n goedgekeurde koper gereël word.

Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju van die Landdroshof, Humansdorp, waar dit voor die veiling besigtig kan word.

Geteken te Francisbaai op hierdie 24ste dag van Mei 1994.

P. G. L. Cooper, p.a. Cooper & Ferreira, Eiser se Prokureurs, St Francisrylaan, St Francisbaai. [Tel. (0423) 94-0315.]

Case 1132/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **Transnet**, Plaintiff, and **G. G. Monayatsi**, Defendant

In pursuance of a judgment of the above Honourable Court dated 12 November 1993 and a writ of execution dated 22 November 1993, the undermentioned property will be sold by public auction in execution by the Sheriff of the Supreme Court for the District of Vryburg, to the highest bidder, in front of the Landdros Building, on Friday, 17 June 1994 at 10:00:

The property to be sold is certain Erf 2546, Huhudi, situated in the administrative District of Vryburg, measuring 338 (three hundred and thirty-eight) square metres, held by virtue of Certificate of Registered Leasehold TL6/1991 (also known as 2546 Pitso Street, Huhudi, Vryburg)

*Conditions of sale:* 10% (ten per centum) of the purchase price is payable immediately after the sale together with auctioneer's commission and the balance against registration of the property in the name of the purchaser, which balance must be guaranteed by a bank or building society or other guarantee.

The property is sold voetstoots, without any guarantees, but subject to approval by the Plaintiff within fourteen (14) days from date of sale. Further conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court.

Dated at Kimberley this 20th day of June 1994.

Elliott, Maris, Wilmans & Hay, Plaintiff's Attorney, Ground Floor, Cheapside, P.O. Box 179, Kimberley. (Ref. EAP/pdv.)

Case 9301/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Klaas Maarman** and **Esme Maarman**

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 Thursday, 23 June 1994 at 09:00:

Erf 4315, Eerste River, in the Local Area of Blue Downs, in extent 275 (Two hundred and seventy-five) square metres, held by Deed of Transfer T30417/91 and situated at 33 Dune Road, Hamilton Estate, Eerste River, 7100.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.



3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 17th 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 W14310.)

**Case 1508/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

**ABSA Bank Limited, trading as Allied Bank, versus Gavin Arthur February**

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 Tulbagh Street, Portlands, Mitchells Plain, 7785, on Thursday, 23 June 1994 at 10:00:

Erf 15824, Mitchells Plain, in the Municipality of Cape Town, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T23352/93 and situated at 15 Tulbagh Street, Portlands, Mitchells Plain, 7785.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 18th 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 Z23907.)

**Case 10812/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**ABSA Bank Limited, trading as Allied Bank, versus Michael Abraham Grootboom and Mary Anne Grootboom**

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 Thursday, 23 June 1994 at 09:00:

Erf 4737, Blue Downs, in the Local Area of Lower Kuils River No. 1, in extent 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T39971/89 and situated at 5 Plane Street, Forest Village, Eerste River, 7100:

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 17th 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 Z21432.)

Saak 7795/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Saambou Bank Beperk**, Eiser/s, en **Mev. C. M. Blaauw**, Verweerder/s

Geliewe kennis te neem dat ter uitvoering van 'n vonnis uitspraak in bostaande saak, sal die vaste eiendom hierna vermeld per openbare veiling verkoop word op 28 Junie 1994 om 10:00, te Jacquesstraat 2(a), Paarl:

Erf 3903, Paarl, in die munisipaliteit en afdeling Paarl, groot 1 038 (eenduisend agt-en-dertig) gehou kragtens Transportakte T62349/87:

Die eiendom is geleë te Jacquesstraat 2 (a), Paarl, en as volg saamgestel: 'n Dubbelverdiepinghuis met 'n sementteëldak, vier slaapkamers met ingeboude- en imbuiakaste en volvloermatte, sitkamer, eetkamer, kombuis met kassies, drie badkamers (een met stort); twee motorhuise en afdak. Die perseel is omhein met sierstene.

*Veilingvoorwaardes—Verkort:*

1. Die eiendom word sonder enige voorbehoud aan die hoogste bieder verkoop onderworpe aan die bepalinge van die Wet op Landdroshofe en die reëls daarvolgens uitgevaardig en ingevolge die eiendom se titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet in kontant betaal word teen ondertekening van die veilingvoorwaardes of andersins soos die Geregsbode/afslaer mag reël en die balans koopsom tesame met rente daarop teen 23,25% (twee drie komma twee vyf persent) per jaar bereken te word vanaf die datum van die verkoping tot en met die datum van betaling of registrasie van transport, watter ookal die eerste mag plaasvind, betaling van die balans koopsom moet ten gunste van Eiser/s se prokureurs versekureer word vir rekening van Eiser deur middel van 'n bank- of 'n ander goedgekeurde waarborg, watter waarborg aan Eiser se prokureurs gelewer moet word binne tien (10) dae na die datum van die veiling.

3. Die volledige veilingvoorwaardes wat onmiddellik voor die veiling deur die Geregsbode/afslaer voorgelees sal word, lê ter insae ten kantore van die Geregsbode en Eiser se prokureurs.

D. Jooste & Kie., Prokureurs vir Eiser/s, Commercialstraat 10, Posbus 232, Paarl. [Tel. (02211) 2-3131/2.]

Case 44775/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Limited**, trading as Allied Bank *versus* **Mogsien Manan**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 22 June 1994 at 10:00:

Erf 35906, Cape Town at Athlone situated in the City of Cape Town, Cape Division, in extent 459 (four hundred and fifty-nine) square metres, held by Deed of Transfer T3624/88, situated at 46 Comet Street, Surrey Estate.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A vacant stand.

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% (one five 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 18th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 2088/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Molopo Drankwinkel**, Eiser, en **J. J. Jansen**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 24 Maart 1994, sal die hiernavermelde vaste eiendom in eksekusie veroop word op 24 Junie 1994 om 10:00, voor die Landdroshofkantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2633, Vryburg, geleë in die munisipaliteit Vryburg, afdeling Vryburg, groot 795 vierkante meter, ook bekend as Moffatstraat 63, Vryburg.

*Voorwaardes:* Een tiende ( $\frac{1}{10}$ ) van die koopprijs in kontant of deur middel van 'n bank gewaarborgde tjek aan die Balju, vir die rekening van die Vonnisdeurder, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank/bouvereniging waarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 20ste dag van Mei 1994.

Dawid Viviers, p.a. Du Plessis-Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Talbot Motor Repairs**, Judgment Creditor, and **Mr R. O. de Sousa**, Judgment Debtor

The following property will be sold in execution on 21 June 1994 at 14:00, at 14 Winston Crescent, Woodbridge Island:

A unit consisting of Section 605, as shown and more fully described on Sectional Plan SS84/1989 in the building or buildings known as Woodbridge Island (situated at Milnerton in the Municipality of Milnerton, in extent 111 (one hundred and eleven) square metres, held by Certificate of Registered Sectional Title ST84/1989 (605) Unit.

A unit consisting of Section 616, as shown and more fully described on Sectional Plan SS in the building or buildings known as Woodbridge Island situated at Milnerton in the Municipality of Milnerton, in extent 19 (nineteen) square metres, held by Certificate of Registered Sectional Title ST84/1989 (616) Unit, also known as 14 Winston Crescent, Woodbridge Island.

1. The following improvements are reported but not guaranteed: Dwelling: M-house, three bedrooms, the main bedroom has an en suite, bathroom/toilet, atrium, enclosed with private use garden, patio, single garage and parking bay.

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 16% (sixteen 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.

Dated at Cape Town on this 20th day of May 1994.

Andre du Toit & Co., Judgment Creditor's Attorneys, Seventh Floor, Guarantee House, 37 Burg Street, Cape Town. (Ref. AFDT/SD/T48.)

Case 14323/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Alexander Victor Meyer**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 27 October 1993, and warrant of execution dated 24 February 1994, the following will be sold in execution at 21 June 1994 at 10:00, at the Court-house, being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 549, Cape Town, at Mitchells Plain, measuring 230 (two hundred and thirty) square metres, held under Deed of Transfer 58149 dated 1 December 1987, also known as 24 La Provence Way, Westridge, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

Three bedrooms, bathroom and toilet, dining-room, kitchen, lounge and garage.

*3. Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court, or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 18th May of 1994.

Silberbauers, Plaintiff's Attorneys, Southern Live Centre, 8 Riebeeck, Cape Town. (Ref. X4C0016/Mrs Liebrandt.)



Case 21258/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Helena Elizabeth Valvirus**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 5 January 1994, and warrant of execution dated 21 February 1994, the following will be sold in execution at 20 June 1994 at 09:00, at the Court-house, being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 46549, Cape Town, at Mitchells Plain, measuring 220 (two hundred and twenty) square metres, held under Deed of Transfer 46549, dated 29 September 1987, also known as 46 Golden Gate Way, Portlands, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

Three bedrooms, lounge, toilet and bathroom and kitchen.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court, or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 20th May of 1994.

Silberbauers, Plaintiff's Attorneys, Southern Live Centre, 8 Riebeeck, Cape Town. (Ref. X3C0221/103830/Mrs Liebrandt.)

Saak 271/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Evkom**, Eiser, en **David Patrick Matthys**, Eerste Verweerder, en **Johanna Matthys**, Tweede Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 13 April 1994, sal die ondervermelde eiendom geregteelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kakamas, op Donderdag, 23 Junie 1994 om 10:00:

Sekere Erf 1230, Kakamas, geleë in die munisipaliteit, Kakamas, afdeling Kenhardt, groot 400 (vierhonderd) vierkante meter, gehou kragtens Akte van Transport T54798/1991, ook bekend as Langverwag K11, Kakamas.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslagsgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslagsgelde 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 Kakamas, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2606/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Commercial Bank of Namibia (SA) Ltd**, Plaintiff, and **Humphrey Ignatius Percy Herwells**, Defendant

In execution of the judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial) dated 4 April 1993, in the above matter:

On Wednesday, 29 June 1994 at 09:00, a sale will be held of the following property situated at the address shown, namely: 33 Sixth Avenue, Fairways, Cape, also known as Erf 75169, Cape Town, at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T34341/73.

The property is reported to include (but this is not guaranteed) a dwelling comprising: A single storey brick plastered building, with a concrete floor predominantly covered with carpets, but with tiles and vinyl to part. It has a pitched timber framed roof with boarded ceilings below. The accommodation comprises a lounge/dining-room, family room, kitchen with fitted cupboards, three bedrooms have built-in cupboards. Adjoining the front and side of the dwelling there is a single garage of brick plastered construction.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Supreme Courts Act, No. 59 of 1959, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of Rule 46 of the above-mentioned Act.

2. One tenth  $\frac{1}{10}$  of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the first Mortgage Bond Holder (SA PERM) to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee acceptable to the Judgment Creditor.

And subject to further conditions which may be read out at the time of sale and which may be inspected at the offices of the Sheriff, Wynberg.

Dated at Cape Town on this the 19th day of May 1994.

B. Poole, for Bertram Poole & Associates, Plaintiff's Attorney, 708 Groote Kerk Building, 39 Adderley Street, Cape Town.  
(Tel. 45-4548.) (Ref. N00536/B. Poole.ak.)

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## NATAL

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Case 3602/94

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Faizel Mohamed Ahmed**, First Defendant, and **Rachel Ahmed**, Second Defendant

In pursuance of a judgment granted on 14 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Couper Street, Stanger:

*Description:* (a) Section 37, as shown and more fully described on Sectional Plan SS197/91, in the scheme known as Springs, in respect of the land and building or buildings situated at Stanger, of which section the floor area according to the said sectional plan is 49 (forty-nine) 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.

*Address:* Flat 5, Springs, Yunus Road, Indian Village, Stanger.

*Improvements:* Kitchen, toilet, bathroom, two bedrooms and lounge.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011502.)

Case 40103/91

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **Subhaschand Hariparsad**, First Defendant, and **Hirdhaynath Hariparsad**, Second Defendant, and **Premasagar Hariparsad**, Third Defendant

In pursuance of a judgment granted on 28 October 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 on 23 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

*Description:* Subdivision 92 of Merewent 3 of 11 of the farm Wentworth 860, renumbered to Subdivision 92 of Lot 108, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 2 215 square metres.

*Address:* 133 Buldana Road, Merebank, Durban.

*Improvements:* Two kitchens, lounge, dining-room, prayer room, three bedrooms, two toilets, bathroom with shower, entrance hall, three lock-up garages (downstairs). Upstairs: Two kitchens, two lounges, five bedrooms with two en suites, two bathrooms, two toilets balcony front and back. Third floor, three rooms, toilet and shower and outside courtyard. Swimming-pool.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder:

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011249.)

#### Case 1257/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dayalingam Velayuthan**, First Defendant, and **Yvonne Velayuthan**, Second Defendant

In pursuance of a judgment granted on 7 March 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 on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 781, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 420 square metres.

*Address:* 57 Goldfield Gardens, Earlsfield, Newlands West.

*Improvements:* Brick under tile dwelling with water and lights consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011124.)

#### Case 3599/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Grace Peterson**, Defendant

In pursuance of a judgment granted on 11 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 21 June 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban.

*Description:* Subdivision B of 2 of II of the farm Duikerfontein 785, renumbered to Subdivision 16 (of 2) of Lot 31, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 1 030 square metres.

*Address:* 3 Havelock Road, Greenwood Park, Durban.

*Improvements:* Dwelling consisting of brick and tile downstairs, lounge and dining-room, three bedrooms, bathroom, wash basin, toilet, toilet, kitchen. Upstairs: Lounge and dining-room, three bedrooms, bathroom, wash basin toilet, toilet, kitchen. Outbuildings: Three bedrooms, lounge and dining-room, toilet, bathroom, wash basin and kitchen.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011507.)

#### Case 260/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ishwarlal Ishwarlal**, First Defendant, and **Roshini Rugbeer Ishwarlal**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, District of Umzinto, held at Scottburgh, dated 5 March 1992 and a writ of execution dated 25 February 1992, the undermentioned property will be sold on 24 June 1994 at 10:00, on the front steps of the Magistrate's Court, Scott Street, Scottburgh.

*Description:* Lot 546, Park Rynie, situated in the Township of Umzinto North, and in the Southern Natal Joint Service Board Area, Administrative District of Natal, in extent three thousand six hundred and six (3606) square metres.



*Consisting of:* Face brick and cement under tile dwelling consisting of right angular verandah, lounge/dining-room combined, three bedrooms, kitchen, separate dining-room, separate toilet with shower, full bathroom.

*Outbuilding:* Brick and cement under asbestos room. *NB:* Building being renovated.

*Postal address:* Lot 546, Marine Drive, Park Rynie.

*Zoning:* Special Residential but nothing is guaranteed in these respects.

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. The purchaser shall pay ten per cent (10%) of the purchase price in cash immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff, District of Umzinto, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneers charges on the date of sale and in addition transfer dues, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 1 Saville Place, Scottburgh South, Scottburgh.

Dated and signed at Umzinto on this the 11th day of May 1994.

P. Singh, for Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto; P.O. Box 293, Umzinto, 4200.

#### Case 43501/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Percival Cyril Peters**, First Defendant, and **Amy Violet Peters**, Second Defendant

In pursuance of a judgment granted on 15 October 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Subdivision 101 of Lot 444 Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 530 square metres.

*Address:* 5 Karp Close, Alhen Rise, Newlands West.

*Improvements:* Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011337.)

#### Case 10273/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Latchman Pheku**, First Defendant, and **Rehana Bibi Pheku**, Second Defendant

In pursuance of a judgment granted on 24 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 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 540 Grove End, situated in the City of Durban, Administrative District of Natal, in extent 299 square metres.

*Address:* 19 Lance Grove, Grovend, Phoenix.

*Improvements:* Block under asbestos semi-detached dwelling comprising two bedrooms, kitchen, lounge and toilet and bathroom together, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011524.)

Case 8843/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Peter Wood**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 16 August 1993, and writ of execution dated 17 August 1993, the immovable property listed hereunder will be sold in execution on Friday, 17 June 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Subdivision 11 of Lot 186, Ashley, situated in the Borough of Pinetown, Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 200 square metres, and held under Deed of Transfer T12459/1988.

*Physical address:* 14 Aloe Road, Ashley, Pinetown.

*Conditions:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, lounge and dining-room combined, kitchen, three bedrooms, bathroom with shower, separate toilet, staff room with toilet and shower, and garage.

3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale, may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown this 16th day of May 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T174.)

Case 1230/94

## 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 **Kasval Munsamy**, Defendant

In pursuance of a judgment granted on 18 March 1994, in the Supreme Court of South Africa (Durban and Coast Local Division) and under a warrant of execution issued thereafter, the immovable property of the Defendant listed hereunder shall be sold in execution to the highest bidder on 17 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Property description:* Lot 135, Duffs Road, situated in the Development Area of Duffs Road, Administrative District of Natal, in extent 1 049 (one nought four nine) square metres.

*Postal address:* 60 Swan Road, Duffs Road Township, Natal.

*Consisting of:* Single-storey dwelling-house, brick under tiles comprising kitchen, entrance-hall/porch, lounge, three bedrooms, bathroom, w.c., w.c. and shower, garage and concrete swimming-pool.

*Zoning:* Special Residential.

1. The sale shall be subject to 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 Sheriff of the Supreme Court, Inanda Area 1, within 21 (twenty-one) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff, in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Area 1, Sheriff's Offices, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 18th day of May 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. J. C. Jones/Munsamy.nos.)

Case 32503/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Bhekisisa Goodboy Radebe**, Defendant

In pursuance of a judgment granted on 17 July 1992, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 10:00, at the main east entrance, Magistrate's Court, Umbumbulu:

*Description:* Site A2836, kwaMakutha Township, in extent 532 square metres.

*Postal address:* kwaMakutha A2836.

*Improvements:* Asbestos dwelling consisting of two bedrooms, bathroom, kitchen, dining-room, garage and outbuilding. (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.)

*Town-planning zoning:* Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

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 for the Magistrate's Court of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umbumbulu, at the main east entrance.

Dated at Durban this 16th day of May 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630203.)

**Case 1354/94**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Moonsamy Pillay**, First Defendant, and **Mrs Sheila Pillay**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff, Inanda, Area 1, at the Magistrate's Court, Moss Street, Verulam, on Friday, 10 June 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 100, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 240 (two hundred and forty) square metres, which property is physically situated at 10 Applewood Place, Woodview, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T12168/85.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under asbestos dwelling consisting of: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the day of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 5th day of May 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/030299/Mrs Chelin.)

**Case 244/94**

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **H. C. T. J. Zwane**, Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on 8 February 1994, the following property will be sold in execution on 21 June 1994 at 15:00, at the Magistrate's Court, Ezakheni, to the highest bidder:

Unit A386, situated in the Township of Ezakheni, District of Emnambithi, in extent 300 (three hundred) square metres.



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

*Improved as follows:* Three-bedroomed house with lounge and dining-room, bathroom/toilet, kitchen and under concrete tiled roof.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

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

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

Dated at Ladysmith this 19th day of May 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

**Case 25613/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and  
**Philani Petros Vidima**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 26 November 1992, the following immovable property will be sold in execution on 17 June 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1519, Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent five hundred and twenty-five (525) square metres, represented and described on General Plan 9923, situated at 1519 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a Residential dwelling-house.

*Material conditions of sale:*

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) on the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of May 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

**Case 1168/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI**

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **W. A. Erasmus**, First Defendant, and  
**A. Erasmus**, Second Defendant

In pursuance of a judgment granted on 21 April 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 June 1994 at 09:00, to be held at the front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Lot 350, situated in the Township of Mtunzini, Administrative District of Natal, in extent 1 305 (one thousand three hundred and five) square metres.

(b) *Street address:* 28 Mimosa Street, Mtunzini.

(c) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling comprising of four bedrooms, lounge/dining-room, TV, lounge, kitchen, two bathrooms, no garage and the property is fenced.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. 05/s002/177 (452/92).]

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Lawrence Mthembu**, Defendant

In pursuance of a judgment granted on 12 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1512, situated in the Township of Sundumbili, District of Inkanyezi, in extent 308 (three hundred and eight) square metres.

(b) *Street address*: Ownership Unit B1512, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room/kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/591 (591/93).]

## Case 840/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mxolisi Charles Seme**, Defendant

In pursuance of a judgment granted on 21 October 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 21 June 1994 at 09:00, to be held in front of the Magistrate's Court Buildings, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2603, situated in the Township of Esikhawini, District of Ongoye, in extent 387 (three hundred and eight-seven) square metres.

(b) *Street address*: Ownership Unit H2603, Esikhawini.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/532 (532/93).]

## Case 1570/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mzwandile W. Sokhela**, Defendant

In pursuance of a judgment granted on 17 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1571, situated in the Township of Sundumbili, District of Inkanyezi, in extent 400 (four hundred) square metres.

(b) *Street address*: Ownership Unit B1571, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/579 (579/93).]

## Case 338/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Amon Mbangomuni Mdalose**, Defendant

In pursuance of a judgment granted on 16 June 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 21 June 1994 at 09:00, to be held at the front of the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit J2551, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Street address*: Ownership Unit J2551, Esikhawini.

(c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K207/928.)

## Case 165/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Bhekithemba Nga Gumede**, Defendant

In pursuance of a judgment granted on 19 March 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 21 June 1994 at 09:00, to be held at front of the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit J2275, situated in the Township of Esikhawini, District of Ongoye, in extent 750 (seven hundred and fifty) square metres.

(b) *Street address*: Ownership Unit B2275, Esikhawini.

(c) *Property description* (not warranted to be correct): Single storey brick under tiled roof comprising of three bedrooms, lounge, dining-room, kitchen, two bathrooms, servant's room and garage. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K600/250.)

## Case 128/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **David Mbongeni Buthelezi**, Defendant

In pursuance of a judgment granted on 30 March 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1952, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address*: B1952, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2 Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/858.)



Case 1565/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Bonginkosi M. Ngema**, Defendant

In pursuance of a judgment granted on 17 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1557, situated in the Township of Sundumbili, District of Inkanyezi, in extent 313 (three hundred and thirteen) square metres.

(b) *Street address*: Ownership Unit B1557, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge/dining-room, bedroom, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/593.)

Case 1564/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Moses M. Nhlapo**, Defendant

In pursuance of a judgment granted on 17 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit A1249, situated in the Township of Sundumbili, District of Inkanyezi, in extent 607 (six hundred and seven) square metres.

(b) *Street address*: Ownership Unit A1249, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/584.)

Case 606/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Dingane Cosmas Dlamini**, Defendant

In pursuance of a judgment granted on 1 September 1992 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1213, situated in the Township of Sundumbili, District of Inkanyezi, in extent 320 (three hundred and twenty) square metres.

1. (b) *Street address*: Unit B1213, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/999(999/92).]

## Case 1540/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sipho Cyril Mbasa**, Defendant

In pursuance of a judgment granted in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1442, situated in the Township of Sundumbili, District of Inkanyezi, in extent 420 (four hundred and twenty) square metres.

1. (b) *Street address*: Ownership Unit B1442, Sundumbili.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising a bedroom, lounge, kitchen and shower. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemption*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/556.)

## Case 1572/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Simon Bonginkosi Gumede**, Defendant

In pursuance of a judgment granted 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A390, situated in the Township of Sundumbili, District of Inkanyezi, in extent 497 (four hundred and ninety-seven) square metres.

1. (b) *Street address*: Ownership Unit A390, Sumbumbili Township.

1. (c) *Property description (not warranted to be correct)*: Single storey brick under asbestos roof dwelling comprising two bedrooms, lounge/dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K600/592.)

## Case 196/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), t.a. United Bank, Plaintiff, and **Mohan Gopal**, First Defendant, and **Sharla Gopal**, Second Defendant

In pursuance of a judgment granted on 15 December 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:*

(1) A Unit consisting of:

(a) Section 9 as shown and more fully described on Sectional Plan SS29/88, in the scheme known as Malaba Hills in respect of the land and building or buildings situated at La Mercy of which the floor area, according to the said sectional plan, is 115 (one hundred and fifteen) 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 ST7312/92.

*Street address*: 7 Malaba Hills, 222 South Beach Road, La Mercy.

*Improvements*: Brick under tile dwelling comprising three bedrooms with en suite, lounge, dining-room, kitchen with built in cupboards, toilet and bathroom, all bedrooms have built in cupboards.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Special residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent 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, Inanda District, Suite 7, Foresum Centre, 314 old Main Road, Tongaat Road, Verulam.

Dated at Durban this 5th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z11845/JR.)

Case 5095/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Moonsamy Munien**, First Defendant, and **Shiela Munien**, Second Defendant

In pursuance of a judgment granted on 2 June 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam.

*Description:* Subdivision 10 of Lot 342, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal.

*In extent:* (1330) one thousand three hundred and thirty square metres.

*Street address:* 4 Starr Street, Verulam.

*Improvements:* Brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, bath and toilet.

*Outbuilding:* Room and toilet and bath (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, District of Inanda Two (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14934/JR.)

Case 1032/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Mziwabantu Thomas Jali**, Defendant

In pursuance of a judgment granted on 7 March 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam.



*Description:* Lot 638, Riverdene, situated in the City of Durban, Administrative District of Natal.

*In extent:* (250) two hundred and fifty square metres.

*Street address:* 18 Wandene Gardens, Riverdene.

*Improvements:* Brick under tile dwelling comprising two bedrooms, lounge, dining-room, toilet and bathroom with water and lights (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, District of Inanda (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this the 13th day of May, 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22828/JR.)

**Case 12888/93**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and  
**Claudia Patricia Sangiorgio**, Defendant

In pursuance of a judgment granted on 10 January 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam.

*Description:* A unit consisting of—

(a) Section 19 as shown and more fully described on Sectional Plan SS54/1983, in the scheme known as Cormoran, in respect of the land and building or buildings situated at Umlanga Rocks of which the floor area, according to the said sectional plan is 157 (one hundred and fifty-seven) 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 ST8607/92.

*Street address:* Flat 19, Cormoran, 80 Lagoon Drive, Umhlanga Rocks.

*Improvements:* Balcony, main bedroom en suite, two bedrooms, lounge/dining-room, fully fitted kitchen (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, District of Inanda (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21382/JR.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mrs Mary Rose Gallias**, Execution Debtor

In pursuance of judgment granted on 14 February 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 June 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land being: Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany, and in the Pinetown Regional Water Services Area, County of Durban, Province of Natal, in extent 2 021 (two thousand and twenty-one) square metres, now known as Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 021 (two thousand and twenty-one) square metres.

*Postal address:* 19 Allers Crescent, New Germany, 3610.

*Improvements:* Brick under tile dwelling consisting of lounge, dining-room, kitchen, pantry, study, three bedrooms, two bathrooms/toilets, double garage, staffroom, toilet/shower, flat consisting of kitchen, bedroom and bathroom.

*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 office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/045/026732/Mrs Chetty.)

Case 293/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sundram Naidoo**, First Defendant, and **Mrs Parvathy Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, Area 1 at Magistrate's Court, Moss Street, Verulam, on Friday, 10 June 1994 at 10:00, on conditions to be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner Inanda and Jacaranda Roads, Verulam, namely:

Lot 517, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 203 (two hundred and three) square metres, which property is physically situated at 14 Rudmore Road, Forest Haven, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6902/92.

*Improvements:* Without constitution a warranty of any nature, the property has been improved by the erection thereon of a block under asbestos dwelling consisting of: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/028328/Mrs Chelin.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Muntu Meshack Makhathini**, 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 of 17 June 1994 at 09:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Sub 352, of the farm Orient Heights 15738, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 746 (seven hundred and forty-six) square metres held under Deed of Transfer T26183/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 142 Paradise Drive, Orient Heights, Pietermaritzburg.
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 on this the 3rd day of May 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Verw. P. R. J. Dewes/vmh/S230.)

Case 3912/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Hemmy Budhu**, 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 17 June 1994 at 09:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg to the highest bidder for cash, without reserve:

Sub 903, of Lot 785, of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 465 (four hundred and sixty-five) square metres held under Deed of Transfer T4259/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 223 Mysore Road, Northdale, Pietermaritzburg.
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 on this the 4th day of May 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 215.)

Saak 1052/89

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Johannes Mvunyelwa Khumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 14 April 1994, sal die ondervermelde eiendom op 22 Junie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

**Sekere:** Site F1222 Unit, 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 3de dag van Mei 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.



## Case 717/94

## 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 **Lionel Munsami**, First Execution Debtor, and **Ellamah Munsami**, Second Execution Debtor

In pursuance of a judgment in the Court, for the Magistrate of Verulam, and writ of execution dated 21 February 1994, the property listed hereunder will be sold in execution on 24 June 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Lot 797, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 475 (four hundred and seventy-five) square metres, postal address 170 Cornfield Crescent, Earlsfield, Newlands West.

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, three bedrooms, bathroom, w.c., passage and steps.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda District Two. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 5th day of May 1990.

King & Associated, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/233.)

## Case 378/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Siphiwe Michael Mthiyane**, Execution Debtor

In pursuance of a judgment granted on 11 May 1993, in the Magistrate's Court, for the District of Umlazi, held at Umlazi, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 22 June 1994 at 10:00, at the Main South entrance to the Umlazi Magistrate's Court, Umlazi (near the National and KwaZulu flag post):

*Description:* Ownership Unit AA 1086, in the Township of Umlazi, District of Umlazi, in extent 374 (three hundred and seventy-four) square metres represented and described on General Plan PB266/1982 held under Deed of Grant G1707/87.

*Street address:* Unit AA 1086, Umlazi.

*Improvements:* A brick plastered asbestos roof dwelling-house consisting of: Three bedrooms, bathroom, kitchen, dining-room with electricity.

*Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court, or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum, to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, old Magistrate's Office Room 101, V1030, Umlazi.

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

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

## Case 8079/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **United Bank Ltd**, No. 86/04794/06, Execution Creditor, and **Miss Anjella Pillay**, First Execution Debtor, and **Mr Sathyseelan Pillay**, Second Execution Debtor

In pursuance of a judgment granted on 27 September 1991, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 June 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land being: Subdivision 4 of Lot 563, Kloof, situated in the Borough of Kloof, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 500 (one thousand five hundred) square metres.

*Postal address:* 11 Protea Road, Kloof.

*Improvements:* Brick under tile dwelling consisting of: Entrance hall, lounge, dining-room, kitchen, family-room, three bedrooms, bathroom toilet, shower, toilet, and two garages.

*Town-planning:* Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more 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, Pinetown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/001245/Mrs Chelin.)

**Case 6321/90**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Selvaganthan Moodley**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam dated 31 July 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Lot 160, La Mercy, situated in the Township of Tongaan, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 785 (one thousand seven hundred and eighty-five) square metres.

*Postal address:* 3 Beaute Avenue, La Mercy, Tongaat.

*Improvements:* Brick under tile dwelling comprising: Four bedrooms, lounge, kitchen, dining-room, toilet, bathroom and single garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser, other than the Execution Creditor, shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the District of Inanda, District II, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 18th day of May 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/SALE/M257.)

**Case 2046/94**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Bonisiwe Eunice Mkhize**, Defendant

In pursuance of a judgment granted on 23 March 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Subdivision 1 of Lot 444, Zeekoe Valle, situated in the City of Durban, Administrative District of Natal, in extent four hundred and fifteen (415) square metres.

*Street address:* 1 Brindle Place, Newlands East.

*Improvements:* Brick under tile dwelling, comprising three bedrooms, kitchen, lounge, dining-room, toilet and bathroom with water and lights (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 1994, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such Preferent Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat Road, Verulam.

Dated at Durban this 5th day of May 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23675/JR.)

Case 807/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Mzamo Ernest Kunene**, First Defendant, and **Thandi Angeline Sibisi**, Second Defendant

In pursuance of a judgment granted on 23 March 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Subdivision 102 of Lot 446, Zeekoe Valleï, situated in the City of Durban, Administrative District of Natal, in extent two hundred and forty (240) square metres.

*Street address:* 9 Broadbill Place, Newlands East.

*Improvements:* Brick under tile dwelling, comprising three bedrooms, lounge, dining-room, kitchen, toilet and bathroom with water and lights (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferent creditor (bondholder), then the 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, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat Road, Verulam.

Dated at Durban this 5th day of May 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22593/JR.)



Case 537/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Rungadharan Konda Reddy**, First Defendant, and **Logambal Reddy**, Second Defendant

In pursuance of a judgment granted on 4 March 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 5251, 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 eight hundred and ninety-four (894) square metres.

*Street address:* 92 Colchester Crescent, Verulam.

*Improvements:* Brick under tile dwelling, comprising two bedrooms with two en-suites, kitchen, lounge, dining-room, toilet and bathroom with water and lights (the nature, extent condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such Preferent 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, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat Road, Verulam.

Dated at Durban this 3rd day of May 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22441/JR.)

Case 936/94

## 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 **Roshininlall Moonasur**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 7 March 1994, the property listed hereunder will be sold in execution on 24 June 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Lot 578, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent three hundred and twenty-five (325) square metres.

*Postal address:* 98 Fairydene Road, Riverdene, Newlands West.

*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., terrace 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 District Two. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of May 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/244.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Jack Sandile Archibald Vilakazi**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 10 June 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

*The property is described as:* Erf 728, Clermont, situated in the Pinetown Regional Water Service Area, Administrative District of Natal, in extent four hundred and sixty-eight (468) square metres and held under Deed of Transfer T12010/89.

*Street address:* 728 11th Street, Clermont, Clernaville, Pinetown.

*Improvements:* A wood and iron structure comprising two rooms and a garage with municipal water and electricity.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 22nd day of April 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 59/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **B & P Developers CC**, First Defendant, **Alfred Graham Charles Long**, Second Defendant, **Kevin Claude de Lange**, Third Defendant, **Lloyd Nolan de Lange**, Fourth Defendant, **Michelle Lorna Dunn**, Fifth Defendant, and **Garth Clint de Lange**, Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property, owned by the above-named First Defendant, will be sold in execution on 17 June 1994 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Lot 3153, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1,3054 hectares.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 6 Cardiff Road, Willowton, Pietermaritzburg, Natal.
2. The property has been improved by a single storey mini factory complex of 25 units, with a separate office block. Construction brick under colormet roofing.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of the Sheriff, Supreme Court, Pietermaritzburg in Pietermaritz Street, Pietermaritzburg, Natal, and at the office of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 12th day of April 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/cr/S174.)

Case 656/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Eskom Finance Company (Proprietary) Limited**, Execution Creditor, and **Timothy Fano Cebekhulu**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Mtunzini, held at Mtunzini, dated 4 February 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Mtunzini, to the highest bidder:

*Property description:* Ownership Unit J2593, in the Township of Esikhawini, District of Ongoye, measuring 455 square metres, represented and described on General Plan PB 390/90.

*Postal address:* Unit J2593 Esikhawini.

*Improvements:* Asbestos roof house comprising two bedrooms, lounge, no dining-room, kitchen, bathroom, walls not plastered, no fence and no garage.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
  2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
  3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditors attorneys and to be furnished within fourteen (14) days after the date of sale.
  4. The purchaser shall be liable for the payment of interest at the rate of 16% (sixteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
  5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
  6. The full conditions of sale may be inspected at the offices of the Sheriff, 8 Hulley Avenue, Mtunzini.
- Dated at Durban this 21st day of April 1994.
- Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

**Case 9367/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Robert Paul Schatz**, First Defendant, and **Robert Paul Schatz** N/O in his capacity as the executor in the estate late **Date Rose Schatz**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 14 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa at Magistrate's Court, 22 Chancery Lane, Pinetown on Friday, 10 June 1994 at 10:00 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 7020, Pinetown (Extension No. 67), situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, measuring five hundred and twenty-five (525) square metres, which property is physically situated at 37 John Ross Drive, Mariann Ridge, Pinetown, 3610, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T33633/88.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of: Entrance-hall, lounge/dining-room, kitchen, three bedrooms, bathroom, toilet.

*Zoning:* The property is zoned for special residential one purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this the 20th day of April 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/025573/Mrs Chelin.)

**Case 10044/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Thurl Viola Thelma Mitchell**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 22 February 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown on Friday, 10 June 1994 at 10:00 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

(A) Section 85 as shown and more fully described on Sectional Plan SS230/1983 in the building or buildings known as Ebor Heights situated in Pinetown of which the floor area, according to the said sectional plan, is seventy-eight (78) square metres.

(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 property is physically situated at 94 Ebor Heights, Bamboo Lane, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST230/83.



**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a flat consisting of: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

**Zoning:** The property is zoned for general residential one purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this the 21st day of April 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/027601/Mrs Chelin.)

**Case 12889/93**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04795/06) trading as Allied Bank, Plaintiff, and **Saleh Mahomed**, First Defendant, and **Fathma Bee Mahomed**, Second Defendant

In pursuance of a Judgment granted on 17 January 1994, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger.

**Description:** Lot 367 Tongaat, situated in the Township of Tongaat, Administrative District of Natal.

**In extent:** (4644) four thousand six hundred and forty-four square metres.

**Street address:** 4 Sandfields Drive, Tongaat.

**Improvements:** Brick and tile dwelling, consisting of: Four bedrooms, en-suite, toilet, bathroom, lounge cum dining-room, verandah (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 Magistrate's Court Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent 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, Stanger.

Dated at Durban this 25th day of April 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21383/JR.)

**Case 5443/93**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Vimal Ramdeyal**, Defendant.

In pursuance of a judgment granted on 15 June 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

**Description:** Subdivision 5 of Lot 326, Briardale, situated in the City of Durban, Administrative District of Natal, in extent (290) two hundred and ninety square metres.

**Street address:** 6 Wandale Place, Briardale, Newlands West.

*Improvements:* Brick under tile dwelling, comprising of four bedrooms, lounge, kitchen, toilet, bathroom and dining-room (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 25th day of April 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15108.)

Case 40221/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Saambou Bank Ltd** (Reg. No. 87/05437/06), Plaintiff, and **Loganathan Moodley**, First Defendant, and **Kistama Moodley**, Second Defendant

In pursuance of a judgment granted on 1 October 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance, Magistrate's Court, Moss Street:

*Description:* Lot 535, Earlsfield, in extent 300 square metres.

*Postal address:* 118 Copperfield Crescent, Newlands West, Earlsfield.

*Improvements:* Brick under tile, water and lights, consisting of three bedrooms, kitchen, lounge and dining, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

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 for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda, at Moss Street, Verulam.

Dated at Durban this 25th day of April 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630267.)

Case 3865/93

#### IN THE SUPREME COURT OF SOUTH AFRICA (Natal Provincial Division)

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Sanmore Investments CC** (Reg. No. CK91/21218/23), Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated the undermentioned immovable property, will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 17 June 1994 at 11:30, at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 8 (of 4) of Lot 37 No. 1294, situated in the Administrative District of Natal, in extent two comma two two one nine (2,2219) hectares.

*Postal address:* Old Greytown Road, Pietermaritzburg.

*Improvements:* Unimproved land.

*Zoning:* Business.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 15% (fifteen per cent) per annum, from 1 November 1993, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 2nd day of May 1994.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0154/93.)

#### Case 1052/93

#### 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 **Princeton Investments CC** (CK92/21094/23), Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 21 January 1994, the property listed hereunder will be sold in execution on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Lot 971, Berea West (Extension 7), situated in the Borough of Westville, Administrative District of Natal, in extent two 2 381 (two thousand three hundred and eighty-one) square metres.

*Postal address:* 23 Humber Road, Westville, 3630.

*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 with attached garage and outbuildings consisting of: Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s, breakfastroom, verandah and patio. Garage, servant's room, w.c. Concrete fencing, wrought iron gates, tarmac drive, swimming-pool and brick retaining wall.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 17th 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/N012/104.)

#### Case 7924/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Cyprian Sipho Mbambo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 3 September 1993, the property listed hereunder will be sold in execution on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P160 of Site 63 (a portion of Site 35) in the Township of kwaMashu P, in the District of Ntuzuma, in extent one hundred and ninety-eight (198) square metres.

*Postal address:* Unit P160 kwaMashu 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., patio, pergola, 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 Verulam, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 17th 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/N012/178.)

#### Case 21693/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **P G Glass Holdings (Pty) Limited**, Execution Creditor, and **Malcolm Anthony Pillay**, First Execution Debtor, and **Kistnasamy Vivekanana Pillay**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 31 January 1994, the First Execution Debtor's immovable property listed hereunder will be sold in execution on 24 June 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Description:* Lot 915 Earlsfield, in extent 528 square metres.

*Postal address:* 57 Bromfield Close, Earlsfield, Newlands West.

*Improvements:* Brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser shall pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

Dated at Durban this 16th day of May 1994.

Berkowitz Kinkel Cohen, for Wartski Greenberg, Execution Creditor's Attorney, 17th Floor, Southern Life House, 88 Field Street, Durban. (Ref. C. A. Ryley/rs/47P978042.)

#### Case 10836/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Simon Mthethwa**, Defendant

In pursuance of a judgment granted on 12 November 1993 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed thereunder will be sold in execution on 24 June 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit C438, in extent 1 002 square metres, situated in the Township of Inanda Newtown, represented and described on General Plan PB268/1981, held by virtue of Deed of Grant 3067.

*Physical address:* Ownership Unit C438, Inanda Newtown.

The property has been improved by the erection of a dwelling-house thereon, consisting of, a single storey block and asbestos dwelling (48 m<sup>2</sup>) 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 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 17th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16023/MM.)

#### Case 1119/90

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Aaron Linda**, Defendant

In pursuance of a judgment granted on 24 January 1991, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 21 June 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H399, situate in the Township of Esikhawini, District of Ongoye, Administrative District of Natal, in extent measuring three hundred and thirty-eight (338) square metres.

1. (b) *Street address*: H399 Esikhawini Township.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of two bedrooms, bathroom, dining-room, lounge and kitchen.

1. (d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of May 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2712/92.)

#### Case 1897/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **N. J. Brockman**, Defendant

In pursuance of a judgment granted on 7 September 1992, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 20 June 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description*: Remainder of Lot 187, Empangeni (Extension 4), situate in the Borough of Empangeni, Administrative District of Natal, in extent measuring one thousand five hundred and eight (1 508) square metres.

1. (b) *Street address*: 34 Dunne Road, Empangeni.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of three bedrooms, m.e.s., toilet and bathroom, lounge, dining-room, kitchen with scullery, granny flat, double garage, swimming-pool and the property is fenced on four sides.

1. (d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of May 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2615/94.)

#### Case 1425/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **Pieter Jan Hendrik Roodt**, First Defendant, and **Aletha Johanna Roodt**, Second Defendant

In pursuance of a judgment granted on 12 April 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 20 June 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 1993, Richards Bay (Extension 11), situate in the Borough of Richards Bay, Administrative District of Natal, in extent measuring one thousand and ninety-five (1 095) square metres.

1. (b) *Street address*: 34 Via Cassiandra, Arboretum, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of four bedrooms, kitchen, lounge, family room, one and a half bathrooms, dining-room and two garages.

1. (d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of May 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2614/94.)

## Case 3959/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kiran Ramkissoo**, First Defendant, and **Rita Ramkissoo**, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 18 February 1994 and a writ of execution dated 22 February 1994, the immovable property listed hereunder will be sold in execution on 28 June 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

A. *Description of property*: Lot 429, Shallcross, situate in the Development Area of Shallcross, Administrative District of Natal, in extent two hundred and eighty-three (283) square metres.

B. *Postal address*: 14 Kouga Street, Shallcross, Durban, Natal.

C. *Improvements*: Brick under tile roof dwelling-house comprising four bedrooms (main en-suite incomplete), lounge, dining-room, toilet and bathroom.

D. *Zoning*: Special residential.

E. *Conditions of sale*:

1. The sale shall be governed by the provisions of the Magistrates' Courts Act and the rules promulgated thereunder and shall be sold voetstoots to the highest bidder.

2. The purchaser shall be obliged to pay to the Plaintiff interest at the rate of 15,25% (fifteen comma two five per centum) per annum from date of sale to date of registration of transfer on the amount to be awarded to the Plaintiff in the Sheriff's plan of distribution consequent upon the sale.

3. On the date of sale the purchaser shall be obliged to pay in cash a deposit of 10% (ten per centum) of the price together with the Sheriff's commission and within 14 days after date of sale furnish to the Sheriff an unconditional and acceptable guarantee for the balance of the purchase price and interest.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall be liable for all transfer costs including stamp duty, transfer duty, conveyance fee and charges and such other rates, taxes and charges that may be levied by the Local Authority for the purposes of transfer and all of which shall be paid immediately upon request by the Plaintiff's attorneys.

5. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan, Natal.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

Dated at Durban this 16th day of May 1994.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban; P.O. Box 1905, Durban. (Ref. R. D. Pillay/915.)

## Case 11916/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Desmond Nowell Keith Kristopher**, Defendant

In pursuance of a judgment granted on 22 March 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Thursday, 23 June 1994 at 10:00, in front of the Magistrate's Court, Sontseu Road, Durban:

*Description*: Lot 1191, Austerville, situated in the City of Durban, Administrative District of Natal, in extent (285) square metres.

*Postal address*: 19 Ambleside Road, Wentworth.

*Improvements*: House consisting of two bedrooms, kitchen, bathroom and toilet, lounge and corrugated roof.

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 101 Lejaton, 40 St George's Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 13th day of May 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

## Case 1706/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VRYHEID HELD AT VRYHEID

In the matter between **First National Bank of Southern Africa Limited**, Reg. 05/01225/06, Execution Creditor, and **G. G. Marais**, Execution Debtors

In pursuance of judgment granted in the above Honourable Court and subsequent warrant of execution, the immovable property:

Remainder of subdivision 14 (of 2) of the farm Beaufort 286, situated in the Administrative District of Vryheid, in extent three comma three one seven five (3,3175) hectares, will be sold in execution on Thursday, 23 June 1994 at 11:00, in front of the Magistrate's Court of Vryheid.

Improvements on the property are the following, though in this respect nothing is guaranteed:

*Dwelling-house*: Brick under iron comprising of lounge, dining-room, kitchen, bathroom and two toilets, and three bedrooms.

*Outbuildings*: Servant's room with toilet, double garage, two store-rooms.

*Other improvements*: Lapa, fowl run, pigsty's, borehole, ring fenced and Eskom electricity.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vryheid, and are mainly the following:

1. The property will be sold by the Sheriff, Vryheid, by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66 (2) of Act, No. 32 of 1944, as amended.



2. The purchaser shall pay a deposit of 10% (ten per cent) per centum of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 16% (sixteen per cent) per centum interest, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall pay the auctioneers charges on the day of the sale.

Dated at Vryheid on this the 18th day of May 1994.

G. A. Schoombee, for Hannah Schoombee & Steyn, Attorneys for Plaintiff, P.O. Box 34, Vryheid, 3100. [Tel. (0381) 5001.] (Ref. Mr Schoombee.)

Case 594/94

# IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Michael Daniel Klopper**, First Defendant, and **Marian Elizabeth Isabelle Klopper**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendants, will be sold in execution on 23 June 1994 at 11:00, in front of the Magistrate's Court, Church Street, Vryheid, to the highest bidder for cash:

Subdivision 2 (of 1) of the Erf 190, Vryheid, situated in the Borough of Vryheid, Administrative District of Natal, in extent 949 square metres held under Deed of Transfer 28491/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 214 Afrikaner Street, Vryheid, Natal.

2. The property has been improved by the construction of brick under tile dwelling comprising lounge, dining-room, study, kitchen, pantry, three bedrooms, bathroom, toilet. The outbuildings consist of two carports, servants' quarters and two toilets. Flatlet consisting of bathroom with toilet, lounge and bedroom. The property is fully fenced.

The conditions of sale may be inspected at the offices of the Sheriff, Vryheid, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of May 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (LRM/v/G.1.)

Case 1286/94

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Sambamoorthi Naicker**, Defendant

In pursuance of a judgment granted on 18 March 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 24 June 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 278, Clayfield, situated in the City of Durban, Administrative District of Natal, in extent (290) square metres.

*Postal address:* 48 Sandclay Place, Clayfield, Phoenix.

*Improvements:* Brick under asbestos semi-detached dwelling consisting of three bedrooms, kitchen, lounge, toilet and bathroom.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Verulam, 2 Mount-view Shopping Centre, corner of Inanda and Jacaranda Avenues, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 17th day of May 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 1568/93

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Mnyathelwa Gilbert Ndaba**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B748, situated in the Township of Sundumbili, District of Inkanyezi, in extent 322 (three hundred and twenty-two) square metres.

(b) *Street address:* Ownership Unit B748, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and bathroom. The property is on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/600.)

## Case 19/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MAHLABATINI HELD AT MAHLABATINI

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Eric Dumisani Majola**, Defendant

In pursuance of a judgment granted on 11 February 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 10:00, to be held at Magistrate's Office, Melmoth.

1. (a) *Deeds office description*: Ownership Unit B31, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 290 (one thousand two hundred and ninety) square metres.

(b) *Street address*: Ownership Unit B31, Ulundi Township.

(c) *Property description (not warranted to be correct)*: Single storey block under concrete tiled roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Magistrate's Office, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/k599/651.)

## Case 93/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Gregory Z. Gwamanda**, Defendant

In pursuance of a judgment granted on 22 February 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1227, situated in the Township of Sundumbili, District of Inkanyezi, in extent 400 (four hundred) square metres.

(b) *Street address*: Unit B1227, Sundumbili Township.

(c) *Property description (not warranted to be correct)*: Single storey block under concrete tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/190 (190/93).]

## Case 1576/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Phumuza Moonlight Mbhele**, Defendant

In pursuance of a judgment granted on 17 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1147, situated in the Township of Sundumbili, District of Inkanyezi, in extent 343 (three hundred and forty-three) square metres.

(b) *Street address*: Ownership Unit B1147, Sundumbili.

(c) *Property description (not warranted to be correct)*: Single storey block under tile roof dwelling comprising lounge, kitchen, three bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2 Adams Buildings, Osborn Road Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/590.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Jabulani M. Ngubane**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1899, situated in the Township of Sundumbili, District of Inkanyezi, in extent 388 (three hundred and eighty-eight) square metres.

(b) *Street address*: Ownership Unit B1899, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising bedroom, lounge, kitchen and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/589.)

## Case 795/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mzikayise Mathonsi**, Defendant

In pursuance of a judgment granted on 12 October 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 June 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1969, situated in the Township of Sundumbili, District of Inkanyezi, in extent 342 (three hundred and forty-two) square metres.

(b) *Street address*: Ownership Unit B1969, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K603/68.)

## Case 268/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mpumelelo Obed Mbatha**, Defendant

In pursuance of a judgment granted on 13 June 1989, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 June 1994 at 09:00, to be held in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit A82, situated in the Township of Vulindlela, District of Ongoye, in extent 390 (three hundred and ninety) square metres.

(b) *Street address*: Unit A82, Vulindlela.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, kitchen, lounge and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of May 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K207/201 (201/89).]



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Langa Obed Hlongwane**, Defendant

In pursuance of judgment granted on 12 November 1993, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit E162, in extent 368 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB125/1980, held by virtue of Deed of Grant G7083/88.

*Physical address:* Ownership Unit E162, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey maxi brick/plaster and asbestos dwelling (74,6m<sup>2</sup>) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipality 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 17,25% (seventeen comma two five) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 18th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13324/MM.)

Case 7964/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited**, Plaintiff, and **Moonsamy Pillay**, First Defendant, and **Mogambal Pillay**, Second Defendant

In pursuance of judgment granted on 10 September 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 24 June 1994 at 09:00, in front of the Magistrate's Court, 22 Moss Street, Verulam, to the highest bidder:

*Description:* Lot 3914, Tongaat (Extension 29) situated in the Township of Tongaat, Administrative District of Natal, in extent of 348 square metres, held by virtue under Deed of Transfer T17411/91.

*Physical address:* 102 Hercus Drive, Tongaat.

*Improvements:* Single storey brick under tile dwelling comprising three bedrooms, lounge/dining-room, bathroom and toilet, toilet, kitchen and carport (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% (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, Inanda (Area 2) or at the offices of Strauss Daly Inc.

Dated at Durban on this the 19th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001, c/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z17211/OE.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gqintsila Nicholas Zulu**, Defendant

In pursuance of judgment granted on 18 April 1994, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the Magistrate's Court, 22 Moss Street, Verulam, to the highest bidder:

*Description:* Ownership Unit F 1445, in the Township of Ntuzuma, District County of Victoria in extent 425 square metres, represented and described on General Plan PB419/1978, held under Deed of Grant 1214/382, signed at Pretoria on 15 September 1983.

*Physical address:* F1445, Ntuzuma.

*Improvements:* Single storey brick under asbestos dwelling comprising two bedrooms, bathroom, kitchen, and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff, Inanda (Area 1) or at the offices of Strauss Daly Inc.

Dated at Durban on this the 19th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001, c/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z22671/OE.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Siphiwe Mehlokayise Mbonambi**, Defendant

In pursuance of a judgment granted on 4 March 1994, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 in front of the Magistrate's Court, 22 Moss Street, Verulam at 10:00, to the highest bidder:

*Description:* Ownership Unit No. E1396, in the Township of Ntuzuma, District of Ntuzuma, in extent of 401 square metres, represented and described on General Plan PB 421/1986, held under Deed of Grant G6279/87 signed at Ulundi on 15 June 1987.

*Physical address:* E1396, Ntuzuma.

*Improvements:* Single storey brick under tile dwelling comprising three bedrooms, bathroom, kitchen, dining-room and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15,50% (fifteen comma fifty 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 effective by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Inanda, Area 1, or at the offices of Strauss Daly Inc.

Dated at Durban this 19th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z17208/OE.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Ingrid Gretel Hilzinger**, Defendant

In pursuance of a judgment granted on 30 December 1993, in the Court of the Magistrate, Durban and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, Durban Central, in front of the Magistrate's Court, Somtseu Road, Durban, on 23 June 1994 at 14:00, or so soon thereafter as possible:

*Situation:* 15 Cato Manor Road, Durban.

*Description:* Remainder of Subdivision 30 of Lot 951, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent 935 square metres and the remainder of Subdivision 31 of Lot 951, Cato Manor situated in the City of Durban, Administrative District of Natal, in extent 1 003 square metres held under Deed of Transfer T1341/1979.

*Improvements:* One brick and tile house built on a double property comprising lounge/TV lounge, dining-room, kitchen with built-in units, toilet/basin, study, five bedrooms one with en suite and all with built-in wardrobes, bath/basin, shower, laundry, double garage, separate carport, servant's room with toilet/shower and swimming-pool.

*Material conditions:*

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff on the day of 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 for the Magistrate's Court within twenty-one (21) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 17,75% (seventeen comma seven five per cent) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 16th day of May 1994.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MN/F 128.)

**Case 1741/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI**

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **N. R. Magubane**, Defendant

In pursuance of a judgment granted on 2 May 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to be highest bidder on 20 June 1994 at 11:00, at the Magistrate's Court, Empangeni.

1. (a) *Deeds office description:* Ownership Unit A110, Township of Ngwelezana, District of Lower Umfolozi, in extent measuring one thousand and seventy-eight (1 078) square metres.

1. (b) *Street address:* Unit A110, Ngwelezana Township.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of four bedrooms, kitchen, two bathrooms, dining-room, lounge, family rooms and three garages.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The condition of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of May 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2619/94.)

**Case 5029/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. A. Mncwabe**, Defendant

In pursuance of a judgment granted on 2 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 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Unit 265, in the Township of KwaDabeka-B, District of Pinetown, in extent 600 (six hundred) square metres, represented and described on General Plan PB 56/1980. *Physical address:* Unit B 265 KwaDabeka.

*Improvements:* Single-storey, brick under tile dwelling, six bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study and two garages.

(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 Magistrate's 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 14 (fourteen) 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 23rd day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **L R Graham**, Defendant

By virtue of a judgment of the above Honourable Court dated 14 February 1994, and a warrant of execution issued thereunder, the immovable property which is described hereunder, will be sold in execution on 23 June 1994, at 14:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots to the highest bidder:

*Property description:*

## 1. A unit consisting of:

(a) Section 20, as shown and more fully described on Sectional Plan SS428/85, in the scheme known as Park Lodge Mansions, in respect of the land and building or buildings situated at Durban Local Authority, Durban, of which the floor area, according to the said sectional plan is 78 (seventy-eight) 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 ST4532/93.

## 2. A unit consisting of:

(a) Section 157, as shown and more fully described on Sectional Plan SS428/85, in the scheme known as Park Lodge Mansions in respect of the land and building or buildings situated at Durban Local Authority, Durban, of which the floor area according to the said sectional plan is 20 (twenty) 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 ST4532/93.

*Physical address of property:* 2 Park Lodge Mansions, 369 Berea Road, Durban.

*Zoning of property:* Special Residential.

*Improvements to property* (but nothing is guaranteed in respect hereof): Spacious bedroom sectional title unit which is in a fair state of repairs, lounge, dining-room, bedroom, bathroom, w.c. and detached single garage.

*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, together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court, within 14 (fourteen) days after the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 which shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.

6. The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban on this the 24th day of May 1994.

Woodhead, Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. RN/gdp 43 F6227 A3.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

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

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 7 December 1993, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff for the Supreme Court, Pinetown, on 17 June 1994 at 10:00, on the steps of the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

*Property description:* A unit consisting of—

(a) Section 19, as shown and more fully described on Sectional Plan SS256/1992, in the scheme known as Chestnut Gardens, in respect of the land and building or buildings situated at Pinetown, Borough of Pinetown, of which the floor area, according to the said sectional plan, is 109 (one hundred and nine) 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 ST3332/93.

*Physical address of property:* 19 Chestnut Gardens, Chestnut Crescent, Marianhill.

*Zoning of property:* Special Residential.

*Improvements of property* (but nothing is guaranteed in respect thereof): Plastered brick home under tile roof, comprising of: Lounge, dining-room, kitchen (sink only), three bedrooms, MES, shower, w.c., separate bath, separate w.c., and single garage.

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 in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within 14 (fourteen) days after the date of sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, Pinetown.

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

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. RN/gdp 43F1934.A3.)

#### Case 11734/90

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Happiness Zungu**, Defendant

In pursuance of judgment granted on 13 April 1993, in the Pietermaritzburg, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 11:00, at 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit D273, in extent 373 square metres, situated in the Township of Mpumlanga, represented and described on General Plan BA154/1975, held by virtue of Deed of Grant G3003/225.

*Physical address:* Ownership Unit D273, Mpumlanga Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (52 m<sup>2</sup>) comprising kitchen, lounge, two bedrooms and bathroom. 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 16% (sixteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

he 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, Camperdown.

Dated at Durban on this 17th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09813/MM.)

#### Case 887/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Mkhwanazi N. F.**, Defendant

In the pursuance of a judgment granted on 9 February 1993, in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 June 1994 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H1226, Esikaweni, County of Zululand, in extent 338 (three hundred and thirty-eight) square metres, held under Deed of Grant G003299/90 and subject to all the conditions contained therein.

(b) *Street address:* No street address given.

(c) *Property description (not warranted to be correct):* Two bedrooms, lounge, bathroom and kitchen.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemptions: Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction, without reserve, to the highest bidder.

Dated at Empangeni on this 17th day of May 1994.

Botha & Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers, Union Street, Empangeni.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **L. P. Duncan**, Defendant

In pursuance of a judgment granted on 12 April 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Lot 461, Forest Hills (Extension 1) situated in the Borough of Kloof and in the Port-Natal Ebhodwe Joint Services Board Area, Administrative District of KwaZulu/Natal, in extent 4 318 square metres, held by Deed of Transfer T10737/93.

*Physical address:* 34 Bridle Road, Forest Hills, Kloof.

*Improvements:* Single storey, brick under tile dwelling, four bedrooms, bathroom and toilet, kitchen, lounge, dining-room, entrance hall, two garages, servants' quarters and ablutions (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 18th day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 7433/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **V. G. Mkize**, Defendant

In pursuance of a judgment granted on 25 March 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Lot 545, Berea West Extension 5, situated in the Borough of Westville, Administrative District of Natal, in extent 2 078 square metres, held by Deed of Transfer T2375/93, physical address 5 Revenge Road, Westville.

*Improvements:* Single storey, brick under tile dwelling, three bedrooms, bathroom, toilet, kitchen, lounge/dining-room, enclosed porch, garage, swimming-pool, servant' quarters and ablutions. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 18th day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 69414/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Plaintiff, and **Arumugam Naidoo**, First Defendant, and **Magalutchee Naidoo**, Second Defendant

In pursuance of a judgment granted on 1 December 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 Thursday, 23 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

*Description:* Lot 4400, Isipingo Extension 38, situated in the Borough of Isipingo, Administrative District of Natal, in extent 203 (two hundred and three) square metres, postal address 111 Silvergull Drive, Lotus Park, Isipingo.

*The property consists of:* Brick building with tiled roof, duplex with two bedrooms, bathroom, kitchen and carpeted lounge.

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 18% (eighteen 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, Durban South, or the offices of Meumann & White, Durban.

Dated at Durban on this the 23rd day of May 1994.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/018734.)

Case 10575/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Plaintiff, and **Stuart Trembath Charles Miller**, Defendant

In pursuance of a judgment granted on 24 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 Thursday, 23 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

*Description:* Lot 15, Buena Vista, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and thirty-one (1 031) square metres, postal address 8 Umdoni Grove, Warner Beach.

*The property consists of:* Brick and tile house comprising of three bedrooms, lounge, dining-room, study, kitchen, toilet and bathroom. Outside building, single garage, servants' toilets, double garage and carport.

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 17,25% (seventeen 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, Durban South, or the offices of Meumann & White, Durban.

Dated at Durban on this the 23rd day of May 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/022002.)

Case 695/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Perm** (A Division of Nedcor Bank Ltd), Plaintiff, and **Matthews Khumalo**, Defendant

In pursuance of a judgment granted on 28 March 1994, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 21 June 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2082, situated in the Township of eSikhawini, District of Ongoye, Administrative District of Natal, in extent measuring four hundred and fifty (450) square metres.

(b) *Street address:* H2082 eSikhawini Township.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

(d) *Zoning/special privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office, Sheriff of the Magistrate's Court, Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of May 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2618/94.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Zwelingzima Ernest Ngwenya**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 19 April 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Ownership Unit F1755, in the Township of Ntuzuma, District of Ntuzuma, in extent of 328 square metres, represented and described on General Plan PA419/1978, *postal address:* Unit 1755, Ntuzuma-F.

*Improvements:* Brick under asbestos dwelling comprising: Two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended), and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 16% (sixteen per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 23rd day of May 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/N268.)

Case 10538/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Fana Alfred Majozi**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 20 April 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Ownership Unit F1290, in the Township of Ntuzuma, District of Ntuzuma, in extent of 378 square metres, represented and described on General Plan PA419/1978, *postal address:* Unit 1290, Ntuzuma-F.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 23rd day of May 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/M413.)

Case 14548/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Francis Dedangendlale Mzelemu**, 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 24 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 A6613, in extent 201 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G278/92.

*Physical address:* Ownership Unit A6613, KwaNdengezi Township.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single-storey block/plaster and asbestos dwelling (31m<sup>2</sup>) comprising of kitchen, lounge, bedroom, bathroom (shower) and w.c. Electricity ready board, municipal water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the 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 17th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21554/MM.)

Case 1313/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Beauty Nomusa Khanyase**, Defendant

In pursuance of judgment granted on 1 April 1994 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 24 June 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit F1635, in extent 355 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB419/1978, held by virtue of Deed of Grant 3940/248.

*Physical address:* Ownership Unit F1635, Ntuzuma.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single-storey block and asbestos dwelling (54m<sup>2</sup>) comprising of kitchen, lounge, two bedrooms and bathroom. Municipal electricity—nil, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 23rd day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23026/MM.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mayvis Makhosazona Khoza**, First Defendant, and **Allison Khoza**, Second Defendant

In pursuance of judgment granted on 1 November 1993 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 24 June 1993 at 10:00, the front entrance, to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit J1363, in extent 444 square metres, situated in the Township of KwaMashu, represented and described on General Plan PB255/1981, held by virtue of Deed of Grant G5427/584.

*Physical address:* Ownership Unit J1363, KwaMashu Township.

The property has been improved by the erection of a double storey dwelling thereon, consisting of: A double storey block and tile dwelling (142m<sup>2</sup>) (1st Floor 52m<sup>2</sup>) comprising of kitchen, dining-room, lounge, five bedrooms, two bathrooms and three garages. Municipal Electricity, water supply and sanitation: Local Authority. Improvements: PC Concrete fencing and brick paving/drive-way.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 18th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21530/MM.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Buthuel Jyane**, Defendant

In pursuance of judgment granted on 21 December 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 29 June 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit P302, in extent 325,2 square metres, situated in the Township of Umlazi, represented and described on General Plan 10/1967, held by virtue of Deed of Grant 1242/41.

*Physical address:* Ownership Unit P302, Umlazi.

The property has been improved by the erection of a dwelling house thereon, consisting of a single storey block/plaster and asbestos dwelling (54 m<sup>2</sup>) comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

*Improvements:* Door awning.

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 23% (two three per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this 24th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z73868/MM.)

Case 6835/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Fuku Gladys Mbewana**, Defendant

In pursuance of judgment granted on 16 August 1993, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 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 A252, in extent 407 square metres, situated in the Township of Inanda, represented and described on General Plan 95/1981, held by virtue of Deed of Grant 00008882.

*Physical address:* Site A252, Inanda.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (84,04 m<sup>2</sup>) comprising kitchen, lounge, three bedrooms and bathroom. Municipal electricity.

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% (two comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this 23rd day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16490/MM.)

Case 13094/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT INANDA

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Phumani George Thabethe**, Defendant

In pursuance of judgment granted on 26 January 1994, 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 24 June 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit F1988, in extent 530 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB 419/1978, held by virtue of Deed of Grant G10478/87.

*Physical address:* Ownership Unit F1988, Ntuzuma.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (33 m<sup>2</sup>) comprising kitchen, lounge, bathroom (shower) and w.c.

Municipal electricity, water supply and sanitation: Local authority.

*Improvements:* Burglar bars.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this 23rd day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21543/MM.)

Case 17325/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Vasandan Narrainswamy**, First Defendant, and **Saraspathee Narrainswamy**, Second Defendant

In pursuance of a judgment granted on 22 September 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 1150, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent 503 square metres.

*Address:* 58 Springhill Place, Hillgrove, Newlands West.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011392.)

Case 61382/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **Paisley Investments (Pty) Limited**, Defendant

In pursuance of a judgment granted on 10 January 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 on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description:* Lot 411, Berea West Extension 4, situated in the Borough of Westville, Administrative District of Natal, in extent 2 024 square metres.

*Address:* 70 Rockdale Avenue, Westville, Durban.

*Improvements:* Brick under tile, five bedrooms, three bathrooms and toilets, kitchen, lounge, dining-room, double garage, swimming-pool and servants' quarters.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011389.)

Case 12638/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, (formerly trading as Nedperm Bank Limited, Plaintiff, and **Busisiwe Gloria Mafunda**, Defendant

In pursuance of a judgment granted on 2 March 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description of property:* Lot 3062, Verulam (Extension 29), situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and forty-five (1 045) square metres.

*Consisting of:* Brick under tile, water and lights, three bedrooms, kitchen, lounge, toilet and bathroom.

*Postal address:* 3 Basin Road, Riverview Township, Riverview.

*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.

2. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.



3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this the 17th day of May 1994.

Saras Perumaul, for M/s Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, Durban. (Ref. Mrs Perumaul/cg/903.)

#### Case 109/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **D. S. Ngwenya**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 29 October 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 21 June 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2496, eZakheni, in extent 188 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G09476/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

*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 21 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 reserved for ownership of the black group.
  4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
  5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
  6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 20th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF330.)

#### Case 65/93

#### 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 **S. G. Nkomonde**, 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, 21 June 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E1040, eZakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G06637/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

*Extent:* 450 square metres.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 21 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 reserved for ownership of the black group.
  4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
  5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
  6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 20th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF461.)

## 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. Sithole**, 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, 21 June 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E3005, eZakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G00797/92.

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:* 438 square metres.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 21 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 reserved for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 20th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF451.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Abdul Jabbar Shaik Mahomed**, First Execution Debtor, and **Shada Bannu Shaik Mahomed**, Second Execution Debtor

In pursuance of judgment granted on 30 September 1993 in the Magistrate's Court, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Lot 1, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent three hundred and four (304) square metres, held under Deed of Transfer T23246/87.

*Physical address:* 362 Riverdene Drive, Newlands West, Durban.

*Improvements:* Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in respect of such improvements on the property.

*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 shall pay 10% (ten per cent) of the purchase price at the time of the sale, and the balance against transfer which balance is to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. If transfer of the property is not registered within six weeks after the sale, the purchaser shall be liable for payment of interest to the Execution Creditor at the rate of fifteen comma two five per cent (15,25%) per annum, on the amount of the award to the Execution Creditor in the plan of distribution as from the expiration of six weeks after the sale to date of transfer, and to pay any other bondholders at the rates stipulated in such bonds on the award to such bondholders in the Sheriff's distribution account for the above period.
4. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, transfer dues, arrear rates, Value-Added Tax, current and arrear rates, levies and 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, District of Inanda, Area two (2).

Dated at Verulam this 16th day of May 1994.

Chabilall & Co., Execution Creditor's Attorneys, Suite 6/8, Greenfield Towers, Wick Street, Verulam.

## ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 1252/88

### IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA Bank** (United Bank Divisie), Eksekusieskuldeiser, en **M. D. Mokoena**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 11 Januarie 1994, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 24 Junie 1994 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Perseel 3117, Zamdela, geleë in die residensiële gebied Zamdela, Sasolburg, wat binne die jurisdiksiegebied van Hoofkommissaris, Oranje-Vrystaat, val.

#### Voorwaardes:

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

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

3. Die Eksekusieskuldeiser sal goedgegunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprijs van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is: Perseel 3117, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

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

M. Swanepoel, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg. [Tel. (016) 76-0506.] [Faks. (016) 76-2501.] [Verw. R(M)1213/88/MS/LL.]

Saak 13352/93

### IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **L. J. de Wet**, Eerste Eksekusieskuldenaar, en **H. E. de Wet**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 24 Junie 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 15, geleë te en bekend as Maughstraat 3, Rheederpark, Welkom, gesoneer vir woondoeleindes, groot 1 229 vierkante meter, gehou kragtens Transportakte T5731/84.

**Verbeterings:** 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, motorhuis, vier motorafdakke en swembad.

#### Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs 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 17de dag van Mei 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.



## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **F. P. Mahatana**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 13 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 24 Junie 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurapg ten opsigte van Perseel 6240, geleë te en bekend as Thabong 6240, Welkom, gesoneer vir woondoeleindes, groot 248 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL626/90.

*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, 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 17de dag van Mei 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Case 1091/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mehau Johannes Ramatsa**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Botshabelo, on Friday, 17 June 1994 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 1858H, Botshabelo, held by the Defendant in terms of Deed of Grant 1397/88 with improvements thereon.

*Terms:* The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

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

*Conditions:* The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 5th day of May 1994.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 187/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Stephanus Abraham Fouche**, Eiser, en **Samuel Mahlomola Molaoa**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Theunissen, 'n lasbrief vir eksekusie teen onroerende goed sal die volgende eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste aanbieder op 17 Junie 1994 om 10:00, by die Landdroskantoor, Le Rouxstraat, Theunissen:

Sekere plaas Ebenhaeser 401, distrik Theunissen, grootte 51,0899 hektaar, gehou deur die Verweerder kragtens Transportakte T11394/93.

Niks waarvan gewaarborg word nie.

*Terme:*

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouvereniging.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Landdroshofwet, No. 32 van 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seelregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op plaaslike bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Piet Retiefstraat 51, Theunissen, ingedien word. Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Theunissen hierdie 11de dag van Mei 1994.

F. Coetzer, p.a. F. B. Coetzer, Prokureur vir Eiser, Van Heerdenstraat 45, Theunissen.

**Saak 599/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VILJOENSKROON GEHOU TE VILJOENSKROON**

In die saak tussen **Sentraalwes (Koöperatief) Beperk**, Eksekusieskuldeiser, en **Mokhitli Petrus Mokhitli**, Eksekusieskuldenaar

In die uitvoering van 'n vonnis van bostaande Hof en 'n lasbrief in eksekusie gedateer 13 Desember 1993, en uitgereik op 15 Desember 1993, sal die volgende onroerende eiendom in eksekusie verkoop word op 24 Junie 1994 om 10:00, deur die Balju van die Landdroshof voor die Landdroshof, Viljoenskroon, aan die persoon wat die hoogste bieder aanbod maak, maar onderworpe aan die verkoopvoorwaardes:

Erf 1528, geleë in die dorp Rammulotsi, distrik Viljoenskroon, groot 366 vierkante meter.

Die eiendom is verbeter met 'n steenwoonhuis met 'n teëldak met drie slaapkamers, kombuis, sitkamer en badkamer.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping uitgelees word en lê ter insae by die Balju van die Landdroshof asook die Eksekusieskuldeiser se prokureur en kan gedurende kantoorure besigtig word. Die voorwaardes sluit onder andere in dat 10% (tien persent) van die koopprys in kontant na toeslaan van die bod betaal moet word.

Geteken te Viljoenskroon op hede hierdie 19de dag van Mei 1994.

Richter, Els & Hill, Prokureurs vir Eksekusieskuldeiser, Kroonstraat 7, Posbus 20, Viljoenskroon, 9520. [Tel. (056) 3-3221/2/3/4.] (Verw. XCD 452 J. Richter/yvw.)

**Case 1194/90**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Orange-Free State Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Christiaan William Koekemoer**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 1987, situated in the City and District of Bloemfontein, measuring 745 (seven hundred and forty-five) square metres, held by Deed of Transfer T7780/1989, subject to certain conditions, consisting of lounge, three bedrooms, bathroom with toilet, kitchen, single garage, servant's room, tiled roof, property partially fenced with precast concrete and wire, being 64 Exton Road, Hilton, Bloemfontein.

*Terms:* Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. ND1076.)

**Saak 867/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA**

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **G. V. F. Alpino**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, vir die distrik Virginia, en 'n lasbrief vir eksekusie gedateer 5 Mei 1994 sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 24 Junie 1994 om 10:00, te Gawie Theronlaan 117, Virginia, naamlik:

Eiendom bekend as Gawie Theronlaan 117, Virginia, geleë te Erf 3027, in die dorpsgebied Virginia, distrik Ventersburg, en bestaande uit drie slaapkamers, dubbel badkamer, eetkamer, sit- en TV-kamer, opwaskamer, kombuis en bediende kwartiere, groot 1 095 (eenduisend vyf-en-negentig) vierkante meter.

*Die vernaamste verkoopvoorwaardes is:*

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.
2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeisers se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia, en by die Eiser se prokureurs ter insae lê.

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 212-3101.] (Verw. P. Schuurman/he/T177.)

**Saak 3440/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **J. P. Geraaldes**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 April 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 24 Junie 1994 om 11:00, te die Tulbachstraat-ingang van die Landdroskantoor, Welkom:

(a) Eenheid 9, soos aangetoon en volledig beskryf in Deelplan 33/1984, in die gebou of geboue bekend as Die Vlake, Jan Cellierspark, Welkom (bekend as Die Vlake 9) synde 'n woonstel gesoneer vir woondoeleindes alleenlik, groot 137 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel 33/1984 (9) (Eenheid), bestaande uit drieslaapkamerwoonstel met sitkamer, kombuis, twee badkamers en twee motorhuise; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom van die grond en gebou of geboue, soos aangetoon en volledig omskryf in die genoemde Deelplan, toegewys aan die genoemde deel ooreenkomstig die deelnemingskwota van die genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel 33/1984 (9) (Eenheid).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Mei 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

**Case 2120/93**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dennis Maguire** (ID 6001275046003), First Defendant, and **Aletta Magdalena Gertruida Maguire** (ID 6410240024005), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 17 June 1994 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 16012 (Bloemfontein-uitbreiding 104), geleë in die stad en distrik Bloemfontein, groot 1 001 (eenduisend en een) vierkante meter, gehou kragtens Akte van Transport T21195/1992, onderworpe aan sekere voorwaardes.

Consisting of entrance hall, family room, three bedrooms, toilet, laundry, brick paving, lounge/dining-room, kitchen, double car-port, swimming-pool and precast fencing, and being 14 Krygs Road, Fleurdal, Bloemfontein.

**Terms:** Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within twenty-one (21) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 48-3145/6/7.]



Saak 3607/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. C. Mbopha**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Le Rouxstraat, Theunissen, op Vrydag, 17 Junie 1994 om 09:00, van die ondervermelde Residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg, titel en belang in die huurpag van Perseel 3647, geleë in die dorpsgebied Masilo, distrik Theunissen, ook bekend as 3647 Masilo, Theunissen, groot 299 (tweehonderd nege-en-negentig) vierkante meter, soos aangedui op Algemene Plan L26/1988, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1831/1990, registreer op 15 Mei 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woonhuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

L. D. Y. Booyesen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W22041.)

Saak 3669/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. T. Kootshole**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Le Rouxstraat, Theunissen, op Vrydag, 17 Junie 1994 om 09:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg, titel en belang in die huurpag van Perseel 1421, geleë in die dorpsgebied Masilo, distrik Theunissen, ook bekend as 1421 Masilo, Theunissen, groot 325 (driehonderd vyf-en-twintig) vierkante meter soos aangedui op Algemene Plan L26/1988, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1957/1990, geregistreer op 23 Mei 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 23 Mei 1994.

L. D. Y. Booyesen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W22040.)

Saak 1069/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. J. Victor**, Eerste Verweerder, en **L. J. Victor**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, op 17 Junie 1994 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 8258, geleë in die stad en distrik Bloemfontein, ook bekend as Van Zylstraat 72, Universitas, Bloemfontein, groot 1 142 (eenduisend eenhonderd twee-en-veertig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T20604/92 geregistreer op 11 November 1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met ingangsportaal, sitkamer, eetkamer, gesinskamer, kombuis, opwasplek, vier slaapkamers, badkamer/stort, badkamer/stort/toilet en aparte toilet terwyl die buitegeboue bestaan uit motorafdak, twee motorhuise en buitekamer met toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 18 Mei 1994.

L. D. Y. Booyesen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W22191.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **R. J. Modupe**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbachingang, Heerenstraat, Welkom, op Vrydag, 17 Junie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Verweerder se reg, titel en belang in die huurpag van Perseel 23782, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 23782 Sunrise View, Thabong, Welkom, groot 225 (tweehonderd vyf-en-twintig) vierkante meter soos aangedui op Algemene Plan L67/1989, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL5633/1990, geregistreer op 20 Junie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 20 Mei 1994.

L. D. Y. Booyen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21896.)

Saak 3491/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. P. Mokgosi**, Eerste Verweerder, en **K. A. Mokgosi**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbachingang, Heerenstraat, Welkom, op Vrydag, 17 Junie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Verweerders se reg, titel en belang in die huurpag van Perseel 19803, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19803 Sunrise View, Thabong, Welkom, groot 234 (tweehonderd vier-en-dertig) vierkante meter soos aangedui op Algemene Plan L21/1990, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL5480/1990, geregistreer op 10 Mei 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 20 Mei 1994.

L. D. Y. Booyen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W22028.)

Saak 4326/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **T. J. Hialele**, Eerste Verweerder, en **M. E. Hialele**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbachingang, Heerenstraat, Welkom, op Vrydag, 17 Junie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Verweerder se reg, titel en belang in die huurpag van Perseel 10094, geleë in die dorpsgebied Thabong Residensiële Gebied, distrik Welkom, ook bekend as 10094 Sir Ernst Oppenheimer Park, Thabong, Welkom, groot 300 (driehonderd) vierkante meter soos aangedui op Algemene Plan L21/1983, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL605/1987, geregistreer op 31 Maart 1987.

Die verbeterings op die eiendom, ten opsigte waarvan niks gewaarborg word nie, bestaan uit: Slegs die mure van 'n huis wat totaal afgebreek is.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 20 Mei 1994.

L. D. Y. Booyen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21529.)

Saak 2250/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **S. E. Mokoko**, Eerste Verweerder, en **G. N. Mokoko**, Tweede Verweerder.

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbachingang, Heerenstraat, Welkom, op Vrydag, 17 Junie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerders se reg, titel en belang in die huurpag van Perseel 10169 (voorheen genommer as 14035), geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 10169 (voorheen 14035), Sir Ernest Oppenheimer Park, Thabong, groot 351 (driehonderd een-en-vyftig) vierkante meter, soos aangedui op Algemene Plan L100/1986 en gehou kragtens Transportakte TL412/1991, geregistreer op 15 Januarie 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis met 'n sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet en enkelmotorhuis.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Datum:** 20 Mei 1994.

L. D. Y. Booysen, Prokureur vir Eiser, Claude Reid, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21919.)

Case 1010/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mashegelele Frans Masha**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3070, Zamdela Township, District of Parys, measuring 268 (two hundred and sixty-eight) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL10198/1991, being 3070 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 on this the 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65638/FCLS/Mr Brewer/djl.)

Saak 1281/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Trust Bank Bepark**, Eiser, en **K. H. Morgan**, Verweerder

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 17 Maart 1992, in die Landdroshof, Welkom, sal die volgende eiendom verkoop word op Vrydag, 24 Junie 1994 om 11:00, te die Tulbachingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 7979-uitbreiding 18, Reitzpark, Welkom, groot 1 396 (eenduisend driehonderd ses-en-negentig) vierkante meter, geleë distrik Welkom, gehou: Transportakte T2776/1988.

**Verbeterings:** Woonhuis met buitegeboue.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente op die koopsom bereken teen 'n koers van 20% (twintig persent) vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.



3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Geteken te Welkom op die 25ste dag van Mei 1994.

L. W. van der Merwe, vir L. W. van der Merwe & Vennote, Tweede Verdieping, Fallanksgebou, Heerenstraat, Welkom. (Verw. LWVDM/ag/LT8.)

Case 745/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Morero Isaac Thubela**, First Defendant, and **Masebula Nthoadi Belina Thubela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3821, Zamdela Township, District of Parys, measuring 490 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold T1519/1989, being 3821 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64365/FCLS/Mr. Brewer/djl.)

Case 2763/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Andries Khotoso Molefi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3824, Zamdela Township, District of Parys, measuring 435 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL1674/1989, being 3824 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72274/FCLS/Mr. Brewer/djl.)

Case 612/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Vukodle Joseph Hlela**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3781, Zamdela Township, District of Parys, measuring 383 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL4445/1988, being 3781 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64662/FCLS/Mr. Brewer/djl.)

Case 2618/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Johan Christoffel van Huyssteen**, First Defendant, and **Martha Elizabeth van Huyssteen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12489, Sasolburg (Extension 16) Township, District of Parys, measuring 919 m<sup>2</sup>, held by the Defendants under Deed of Transfer T2183/1985, being 18 Rhur Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., separate shower/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71149/FCLS/Mr. Brewer/djl.)

Case 4753/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Rasiti Moliso Lazarus Ramocoela**, First Defendant, and **Mapesuwe Dinah Ramocoela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3046, Zamdela Township, District of Parys, measuring 268 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL2200/1989, being 3046 Zamdela, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 15th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.  
(Tel. 836-5251.) (Ref. Z57319/FCLS/Mr. Brewer/djl.)

Case 871/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ratshwangane Jacob Mofokeng**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3150, Zamdela Township, District of Parys, measuring 800 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL100/1984, being 3150 Zamdela, Sasolburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 15th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.  
(Tel. 836-5251.) (Ref. Z65230/FCLS/Mr. Brewer/djl.)

Case 2769/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Tseko Albert Ramatsebe**, First Defendant, and **Matlakula Winty Ramatsebe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 1538, Sasolburg Extension 1 Township, measuring 761 m<sup>2</sup>, held by the Defendants under Deed of Transfer T13258/1991, being 7 Taaibos Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 15th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.  
(Tel. 836-5251.) (Ref. Z72710/FCLS/Mr. Brewer/djl.)



Case 890/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Thabiso Esekial Moloi**, First Defendant, and **Badirwang Wilhelminah Moloi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3128, Zamdela Township, District of Parys, measuring 268 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL254/1983, being 3128 Zamdela, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. 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 15th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65459/FCLS/Mr. Brewer/djl.)

Case 1130/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Polao France Mosebi**, First Defendant, and **Dikeledi Selina Mosebi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrates' Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3042, Zamdela Township, District of Parys, measuring 268 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold L464/1985, being 3042 Zamdela, Sasolburg.

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

The dwelling consists of: Lounge, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z43534/FCLS/Mr Brewer/djl.)

Case 3796/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Thipe Nehemiah Mosai**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrates' Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3388, Zamdela Township, District of Parys, measuring 374 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL699/1981, being 3388 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z51494/FCLS/Mr Brewer/djl.)

#### Case 613/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ketso Isaac Semakale**, First Defendant, and **Matshediso Alina Semakale**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrates' Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 4195, Zamdela Township, District of Parys, measuring 293 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL19/1986, being 4195 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64050/FCLS/Mr Brewer/djl.)

#### Case 2768/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Wilson Ngemisile Mathe**, First Defendant, and **Nonkos Constance Mathe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrates' Courts Office, Baine Street, Sasolburg, on Friday, 24 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3974, Zamdela Township, District of Parys, measuring 395 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL14505/1990, being 3974 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72279/FCLS/Mr Brewer/djl.)

# OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

## TRANSVAAL

### PHIL MINNAAR BK AFSLAERS

(Reg. No. BK87/02517/23)

### INSOLVENTE BOEDELVEILING

In opdrag van die Kurator in die insolventeboedel van **J. G. P. Marneweck**, Meestersverwysing No. T4661/93, verkoop ons twee hoewes met prag grasdakwoning en binnenshuise swembad te Brakpan, Witpoort Estate-landbouhoewes per openbare veiling op Dinsdag, 7 Junie 1994 om 11:00:

*Plek van veiling:* Hoewe 224, Witpoort Estates-landbouhoewes, Brakpan.

*Beskrywing van eiendom:* Eiendom 1—Hoewe 224, Witpoort Estates-landbouhoewes, distrik Brakpan, Registrasieafdeling IR, Transvaal, groot 4,0471 ha. Eiendom 2—Hoewe 225, Witpoort Estates-landbouhoewes, distrik Brakpan, Registrasieafdeling IR, Transvaal, groot 4,0471 ha.

*Verbeterings:* Eiendom 1—Hoofwoning (575 m<sup>2</sup>) bestaan uit twee sitkamers, eetkamer, kombuis, spens, studeerkamer, vier slaapkamers met eie badkamers, twee aantrekkamers met geriewe en 'n kantoor. Verder is daar 'n dubbel toesluit motorhuis, staal- en sinkstoor met werkswinkel, twee bediendekamers met geriewe, instap koelkamer 10 m × 9 m × 3 m (benodig aandag) en gedeeltelik ommuur. Eiendom 2—Hierdie hoewe is onverbeterd.

*Terme:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag.

*Afslaerskommissie:* Word deur koper betaal asook B.T.W. daarop.

*Besigtiging:* Daaglik.

*Afslaersnota:* Hierdie eiendom sal gesamentlik sowel as apart aangebied word.

*Navrae:* Skakel Martin by Tel. (012) 322-8330/1.

Phil Minnaar BK Afslaers, handeldrywende as Phil en Dick, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

### MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

### INSOLVENTE BOEDELVEILING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **E. L. Sutton**, Meesterverwysing No. T5136/93, verkoop ons tweeslaapkamersimpeks, per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Eenheid 14, S.S. Heuwelsig, Impalastraat 31, Kanonkop, Middelburg, Transvaal, groot 94 vierkante meter.

*Verbeterings:* Twee slaapkamers, badkamer, aparte toilet, sit-/eetkamer, kombuis en toesluitmotorhuis.

*Plek:* Op die perseel, Woonstel 14, S.S. Heuwelsig, Impalastraat 31, Kanonkop, Middelburg, Transvaal.

*Datum en tyd:* Dinsdag, 14 Junie 1994 om 11:00.

*Afslaersnota:* Aandag alle alleenlopers en jong getroudes. Beslis die moeite werd.

*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.]

### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel van **M. S. en D. G. Vosloo**, sal ons die bates verkoop op 15 Junie 1994 om 10:00, te Losberglaan 70 en om 11:00 te die plaas Foch, Fochville:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel van **M. J. en S. A. Wondergem**, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.



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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel van **G. F. Heathcote**, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel van **A. L. Muller**, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Likwidateur van **Potch Wheels BK**, in likwidasie, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Likwidateur van **Outeniekwa Ontwikkeling (Edms.) Bpk.**, in likwidasie, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel van **G. J. du Plessis**, sal ons die bates verkoop te Veilingsentrum, Poortmanstraat, Potchindustria, Potchefstroom, op 11 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Likwidateur van **N R Mining BK**, Meesterverwysing No. T1440/90, sal ons die bates verkoop te hoek van Zambesi- en Sabiestraat, Randlespark, Klerksdorp, op 14 Junie 1994 om 10:00:

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**BRIAN BOLTON****COMPACT HOME—SPRINGS****PUBLIC AUCTION WITHOUT RESERVE**

Duly instructed by the Trustees in the matter of insolvent estate of **H. D. van der Westhuizen**, Master's Ref. No. T0770/94, we will sell by public auction without reserve, subject to confirmation and to the highest bidder on Wednesday, 8 June 1994 at 10:00 sharp, at the premises being 93 Marks Crescent, Strubensvale, Springs:

A fully walled and fenced home comprising of lounge, dining-room, fitted kitchen, scullery, bathroom and separate toilet, single garage and toilet.

*Directions:* From First Avenue, Springs, take R29 towards Ermelo, left into Webber Road, right into Marks Crescent.

*Terms:* 20% (twenty per cent) deposit in cash or bank-guaranteed cheque and the balance payable in cash or suitable guarantees within 30 days of confirmation. Subject to a seven day confirmation period.

*Viewing:* Tuesday 7 June 1994 at 10:00 to 16:00.

For further information please contact the auctioneer, Brian Bolton, at Tel. (011) 888-6071.

**M. D. BREDENKAMP,****(Meestersverwysings No. T4597/93)****INSOLVENTE BOEDELVEILING**

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 13 Junie 1994 om 11:00, Erf 181, Radiokop-uitbreiding 3, Roodepoort.

*Voorwaardes:* Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborg binne 30 dae van bevestiging van verkoping.

*Navrae:* Sakel ons kantore. [Tel. (012) 322-8330.]

**BRIAN BOLTON****QUAINT HOME WITH LOFT ROOMS AND FURNITURE**

Duly instructed by the Trustee of the insolvent estate, **J. Olivier**, Master's Ref. No. T379/94, we will sell by public auction to the highest bidder and without reserve, subject to a seven day confirmation period on Thursday, 2 June 1994 at 10:00 sharp, at 26 Thackeray Street, Vanderbijlpark, being:

Erf 509, SW1, Vanderbijlpark, measuring 1 346 square metres, consisting of lounge, separate dining-room, fitted kitchen, with ELO and HOB, laundry, three bedrooms with BIC's, two loft rooms, bathroom with separate toilet, single garage, double car-port, maid's room with toilet, pool, brick driveway and property is security fenced.

*Losse assets:* Consisting of furniture, paintings and prints, fridge, chest freezer, washing machine and dishwasher.

*Directions:* Vereeniging/Vanderbijlpark Road (R27), left/right into Rossini Boulevard, left into Helena Lochner or Boswell and left into Thackeray.

*Viewing:* Wednesday, 1 June 1994 from 09:30 to 16:00.

*Terms:* Immovable property—20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days from confirmation of sale. Subject to seven days confirmation.

*Loose assets:* R200 deposit (refundable) in cash or bank-guaranteed cheque and the balance in cash or bank-guaranteed cheque.

For further information please contact the auctioneer, Brian Bolton, at Tel. (011) 888-6071.

**SWANEPOEL & PARTNERS: NELSPRUIT****PUBLIC AUCTIONS, SALES AND TENDERS**

*Duly instructed by:* The Liquidator.

*In the matter of:* Toboggan Investments (Edms.) Beperk, in liquidation. Master's Ref. No. T3/94.

*We will sell the following:* Remaining extent of Portion 10 of the farm Rietfontein 274, Registration Division JR, Transvaal, measuring 70,7852 hectare. Movable assets.

*Auction to be held at:* On the property.

*Date and time of auction:* Saturday, 4 June 1994 at 10:00.

*Auctioneers:* Swanepoel & Partners, Prorum Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. [Tel. (01311) 5-2401.]

*Advertiser and address:* Limvaal Trustees, P.O. Box 95002, Waterkloof, 0145.

*Date:* 25 May 1994.

*Reference:* V. A. van Diggelen/lvd.

**JAAP VAN DEVENTER AFSLAERS****PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **A. S. Engelbrecht**, sal die ondervermelde eiendom aangebied word op 8 Junie 1994 om 11:00, te die eiendom:

Die eiendom bekend as Loeriestraat 25, Kriel.

*Verbeterings:* Drie slaapkamers, sit-/eetkamer, kombuis, enkelbadkamer en motorhuis, dubbelafdak en bediende kwartiere.

*Afslaaersnota:* Volg rigtingwysers op dag van veiling.

*Voorwaardes van koop:* 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

*Vir meer besonderhede kontak:* Hercules Campher. [Tel. (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).]

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, PIETERSBURG op 24 Junie 1994 om 10:00 voor die Landdroskantoor te PIETERSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Plaas STERKLOOP 892, Registrasie Afdeling L.S. Transvaal

GROOT: 213,0009 hektaar

Eiendom (1) blykens Akte van Transport T4269/1981 geregistreer in die naam van **OCKER ALMORO OOSTHUIZEN**

(2) Resterende Gedeelte van die plaas HEKPOORT 893, Registrasie Afdeling L.S. Transvaal

GROOT: 188,6882 hektaar

Eiendom (2) blykens Akte van Transport T17160/1958 en T7097/1960 geregistreer in die naam van **ALMORO OOSTHUIZEN**

Die ligging van hierdie eiendomme is soos volg:—

68 km noordoos van Pietersburg

Geboue en verbeterings wat beweer word om op die eiendomme te staan is:—

Eiendom (1): Stoor, Spruit en fontein.

Eiendom (2): 2 Woonhuise, motorhuis met stoorkamer, stoor, varkhokke, stoorkamer met afdak en kantoor.

Boorgat, 2 gronddamme, fontein en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van rentensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

By beantwoording vermeld asseblief AGAB 01915 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122]. 26 Mei 1994.

**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLISRAS op 21 Junie 1994 om 10:00 voor die Landdroskantoor te ELLISRAS die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 1 van die plaas BERGFONTEIN 574, Registrasie Afdeling L.Q., Transvaal

GROOT: 428,2660 HEKTAAR

Blykens Grondbrief G236/1968

in die naam van **SAREL FRANCOIS STANDER**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

25 km suid van Ellisras

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor, afdak, bediendekamer en 2 arbeidershuise. Vekeerend omhein en verdeel in kampe. Mogolrivier en boorgat. Ressorteer onder die Mokolo (Mogol) Rivier-Staatswaterbeheergebied en 68,8 hektaar is daaronder ingelys.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte en voorlopige waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.



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% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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.

By beantwoording vermeld asseblief AFAD 01897 02G 03G/ 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Visagiestraat 192, Posbus 375, Pretoria, 0001. (Tel. 323-1912.) 26 Mei 1994.

#### CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

#### INSOLVENT ESTATE AUCTION

Duly instructed by the Trustee in the insolvent estate **A. J. van Staden**, Master's Ref. No. T3367/93, we will sell vacant steel factory with house, Lamont Park, Vanderbijlpark and two vacant stands, Vredefort, on Friday, 3 June 1994 at 11:00, on site:

Plot 6, Lamont Park, Vanderbijlpark.

Factory: Factory with overhead crane and adjoining three bedroom home.

Vacant stands: Two stands 141 and 147 measuring 714 square metres each, situated at 32 and 34 Malan Street, Vredefort.

Terms: 20% (twenty per cent) on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

#### PARK VILLAGE AUCTIONS

#### INSOLVENT ESTATE

Duly instructed by the Trustee **J. L. Nienaber**, Master's Ref. No. T4989/93, we will sell by public auction, on site at 37 Dyer Street, Balfour, District of Balfour, Transvaal, on Saturday, 11 June 1994 at 10:30, a three-bedroomed home.

Date: Friday, 10 June 1994.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

#### PARK VILLAGE AUCTIONS

#### INSOLVENT ESTATE

Duly instructed by the Trustee **J. F. Burgers**, Master's Ref. No. T5142/93, we will sell, subject to confirmation, by public auction on site at 1048 Paff Street, Clairmont, District of Pretoria, Transvaal, on Monday, 6 June 1994 at 10:30, a three-bedroomed home.

Dated: Friday, 3 June 1994.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE**

Duly instructed by the Liquidator **Elemo Properties (Pty) Ltd**, in liquidation, Master's Ref. No. T5118/93, we will sell by public auction on site at 111 Protea Glen, District of Johannesburg (West of Soweto), Transvaal, on Friday, 10 June 1994 at 10:30, a two-bedroomed home.

*Dated:* Friday, 3 June 1994.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

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## ORANJE-VRYSTAAT ORANGE FREE STATE

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**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, REDDERSBURG op 24 Junie 1994 om 10:00 voor die Landdroskantoor te REDDERSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 4 (BERGPLAAS) van die plaas HOPE 358, distrik Reddersburg

GROOT: 236,6115 hektaar

(2) Restant van die plaas STILLERUST 391, distrik Reddersburg

GROOT: 305,0298 hektaar

(3) Restant van die plaas WILDEBEESTFONTEIN 392, distrik Reddersburg

GROOT: 333,9047 hektaar

(4) Onderverdeling 1 (SAAIPLAAS) van die plaas ERFENIS 206, distrik Reddersburg

GROOT: 193,6457 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T14248/1990

in die naam van **FRANCOIS JACOB NEETHLING**

Ligging van hierdie eiendomme:—

*Eiendomme (1) tot (3):* 25 km oos van Reddersburg

*Eiendom (4):* 20 km oos van Reddersburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) tot (3)*

2 Woonhuise, staalstoor, 3 skure, woonstel met afdak, buitekamer en 8 arbeidershuise. 6 Boorgate, 5 sementdamme en 2 gronddamme. Veekerend omhein en verdeel in kampe.

*Eiendom (4)*

Boorgat en sementdam. Veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

By beantwoording vermeld asseblief BBAO 04663 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Visagiestraat 192, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.] 26 Mei 1994.

Help om ons land, Suid-Afrika,  
skoon te hou!



Please keep our country, South  
Africa, clean!



# BELANGRIK!!

## Plasing van tale:

### *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

# IMPORTANT!!

## Placing of languages:

### *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

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## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap.....	123
Natal.....	160
Oranje-Vrystaat.....	203
Openbare veilings, verkope en tenders.....	215

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## TABLE OF CONTENTS

### LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES .....	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	123
Natal.....	160
Orange Free State.....	203
Public auctions, sales and tenders.....	215

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# Belangrik

*Maak uself deeglik vertrouwd met die*

***“Voorwaardes vir Publikasie”***

*van wetlike kennisgewings in die Staatskoerant,  
asook met die nuwe tariewe wat daarmee in  
verband staan*

***Sien Lys van Vaste Tariewe en Voorwaardes op  
voorste binnebladsye***



# Important

*Please acquaint yourself thoroughly with the*

***“Conditions for Publication”***

*of legal notices in the Government Gazette, as  
well as the new tariffs in connection therewith*

***See List of Fixed Tariff Rates and Conditions on  
front inner pages***