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Staatskoerant
Government Gazette

Vol. 348 PRETORIA, 10 JUNIE JUNE 1994 No. 15784

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

GEREGTELIKE EN ANDER OPENBARE VERKOPE

SALES IN EXECUTION AND OTHER PUBLIC SALES

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

LIST OF FIXED TARIFF RATES
AND
CONDITIONS
FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1994

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

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

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1994

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

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

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

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

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

TRANSVAAL

Saak 10221/90

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

In die saak tussen **Walter Ngcobondwane,** Eiser, en **D. Modeba,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 49, Tembisa-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 800 (agthonderd) DUM.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, omhein, bestaande uit: Sitkamer, toilet, kombuis, badkamer, drie slaapkamers, eetkamer en twee motorhuise.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 26ste dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ing., Eerste Verdieping, Hees- en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. RJ/VC/N327/FBN006.)

Case 33134/92

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

In the matter between **Mercantile Bank Limited,** Execution Creditor, and **Maholoke Petrus Sethunye,** First Execution Debtor, and **Nompucuko Philda Sethunye,** Second Execution Debtor

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 7 May 1992, and in execution of a warrant of execution of immovable property, the following property will be sold by the Sheriff of the Magistrate's Court, Kempton Park, for the District of Tembisa on Thursday, 30 June 1994 at 10:00, at the office of the Sheriff for Kempton Park, 8 Park Street, Kempton Park, without a reserve price:

Certain Erf 353, Ethafeni Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, held Deed of Transfer TL69485/90.

The property is situated at 353 Ethafeni Section, Tembisa, Kempton Park, and is a dwelling consisting of toilet, kitchen, dining-room and two bedrooms:

1. The purchaser shall pay on the date of sale the following amounts in cash or by means of a bank-guaranteed cheque—

1.1 a deposit of 10% (ten per centum) of the purchase price;

1.2 Sheriff's fees in the amount of 4% (four per centum) of the proceeds of the sale subject to a minimum Sheriff's fee of R50 (fifty rand) in cash on the date of sale.

2. The purchaser shall pay all the following amounts upon request by the attorney for the Execution Creditor before transfer of the property—

2.1 all arrear rates, taxes, transfer duty, costs of transfer and any other charges necessary to effect transfer;

2.2 interest on the amount of the award to the Execution Creditor and any bondholder in the plan of distribution from the date of sale until the date of transfer of the property;

2.3 the balance of the purchase price against transfer, which balance of the purchase price is to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale.

The said property will be sold on the conditions read out by the Sheriff at the sale, which conditions can be inspected at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, or at the offices of the attorney acting for the Execution Creditor, Smit Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street, corner of Kruis Street, Johannesburg.

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

P. C. Hauptfleisch, for Smit Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street, corner of Kruis Street, P.O. Box 1183, Johannesburg. (Tel. 333-8541.) (Ref. PCH/M. de Bruin/ls/21889.)

Saak 33137/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk,** Vonnisskuldeiser, en **Faifai Wilson Ngwenya,** Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 11 Mei 1992, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju, Kempton Park, op Donderdag, 30 Junie 1994 en om 10:00, en te die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 769, Emangweni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 256 (tweehonderd ses-en-vyftig) vierkante meter, gehou kragtens Transportakte TL35203/91.

Die eiendom is geleë te 769 Emangweni-dorpsgebied, Tembisa, Kempton Park, en word die reg, titel en belang van die eiendom verkoop.

Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal—

1.1 'n deposito van 10% (tien persent) van die koopprys;

1.2 afslaersgelde ten bedrae van 4% (vier persent) van die opbrengs van die verkoping met 'n minimum bedrag afslaersgelde van R50 (vyftig rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal—

2.1 alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Kempton Park, voor en ten tye van die verkoping, te Parkstraat 83, Kempton Park, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

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

P. C. Hauptfleisch, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. PCH/M. de Bruin/ls/21890.)

Saak 34621/93
PH 139

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eastern Province Building Society,** Eiser, en **Northriding 265 (Pty) Limited,** Eerste Verweerder, en **Wooler C. G.,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te Elnasentrum, Blairgowrierylaan, Blairgowrie, Randburg, 28 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Hoewe 265, North Riding-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,3487 hektaar, geleë te hoek van Honeydew en Olievenhoutweë, Northriding-landbouhoewes.

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

Woonhuis met gewone buitegeboue.

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

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

Schwellnus Spies Haasbroek Ing., Posbus 1115, Randburg, 2125. (Tel. 886-1800.) (Verw. mnr. Haasbroek E244.)

Case 348/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Luna, Tutu Theodore,** First Defendant, and **Luna, Vangele Evelyn,** 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, 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, 1 Eaton Terrace Street, New Redruth, Alberton, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in Erf 102 (now known as Erf 10773), Tokoza Extension 2 Township, Registration Division IQ, Transvaal, in extent 102 (one hundred and two) square metres, situated at 102 (now known as 10773), Tokoza Extension 2.

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

Residence: Single story dwelling, detached, built of bricks and painted plaster, under concrete tiled roof. *Floors:* Fitted carpets and novilon tiles, comprising of lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing and gates.

Terms: 10% (ten per centum) 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/MN6482.)

Case 73999/89
PH 46

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Manamela, Lesole Petros,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 16 August 1993, issued by the Court at Johannesburg, the following properties will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street-entrance, Johannesburg, to the highest bidder on 24 June 1994 at 10:00:

Certain: Erf 269, situated in the Township of Diepkloof Extension, Registration Division IQ, Transvaal, measuring 368 square metres. Held under Deed of Transfer T9431/1988; and

Certain: Erf 270, situated in the Township of Diepkloof Extension, Johannesburg, Registration Division IQ, Transvaal, measuring 368 square metres, held under Deed of Transfer T9431/1988 (known as 1221 Zone 1, Macawe Street, Diepkloof, Johannesburg).

Conditions of sale:

1. The properties shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the properties are reported but nothing is guaranteed:

A detached double story residence inside and outside plastered brick walls, consisting of:

Kitchen and two bathrooms, lounge, dining-room, five bedrooms, Rhinoboard and Meranti ceilings, tiled roof(s), double garage, servant's rooms with shower and laundry.

Separate from main building, single story residence inside and outside plastered brick walls, plot fenced with block brick.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 21% (twenty-one per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/F301.)

Case 14609/93

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 **Zophania Lushaba,** First Defendant, and **Thembeni Mary-Jane Lushaba,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 9 February 1994, the property listed hereunder will be sold in execution on Friday, 1 July 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 14546, kwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 461 (four hundred and sixty-one) square metres, known as 14546 kwaThema Extension 2 Township, Springs.

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

Main building: Bricks under concrete tiles residence comprising three bedrooms, kitchen, lounge, dining-room and two bathrooms.

Outbuilding: Garage.

Fencing: Wire.

Zoning: 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 (fourteen) days of the sale date.

4. The purchaser will pay interest at 15,25% (fifteen comma two five per cent) 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 being liable for damages.

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

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

Dated at Benoni on this the 25th 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. (Tel. 845-2700.) (Ref. Mrs Van Zyl.)

Case 9894/91

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 **Vusi Klaas Mahlangu,** First Defendant, and **Sizakele Joyce Mahlangu,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 31 August 1993, the property listed hereunder will be sold in execution on Wednesday, 29 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 3383 Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, known as 3383 Sindane 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 two bedrooms, bathroom, w.c., kitchen and lounge.

Outbuilding: Garage.

Fencing: Wire.

Zoning: 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 (fourteen) days of the sale date.

4. The purchaser will pay interest at 21,75% (twenty-one comma seven five per cent) 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 creditors is the purchaser, the sale will be free of tenancy.

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

Dated at Benoni on this the 25th 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. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 5089/92

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 **Anias Tata Malope,** First Defendant, and **Betty Lydia Malope,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 20 October 1993, the property listed hereunder will be sold in execution on Wednesday, 29 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 10017, Daveyton Township, Registration Division IR, Transvaal, measuring 333 (three hundred and thirty-three) square metres, known as 10017 Eiselen 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 tiles residence comprising two bedrooms, bathroom, kitchen and lounge.

Outbuilding: Garage.

Fencing: Wire.

Zoning: 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 (fourteen) days of the sale date.

4. The purchaser will pay interest at 19% (nineteen per cent) 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 creditors is the purchaser, the sale will be free of tenancy.

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

Dated at Benoni on this the 25th 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. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 10877/93

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 **Prakash Manilal Bhana,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 15 October 1993, the property listed hereunder will be sold in execution on Friday, 1 July 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 319, Mackenzieville Extension 1 Township, Registration Division IR, Transvaal, measuring 1 751 (one thousand seven hundred and fifty-one) square metres, known as 24 and 26 Punjab Avenue, Mackenzieville, Nigel.

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

Main building: Bricks building with flat corrugated iron roof comprising kitchen, dining-room, lounge, TV-room, four bedrooms, three bathrooms with toilets, brick walling, three garges, built-in cupboards, wall to wall carpets, waiting-room, consulting-room, store-room, scullery, study room, prayer room, swimming-pool and gymnasium.

Zoning: 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) 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 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 the Magistrate's Court or at the Sheriff's Office.

Dated at Benoni on this the 24th 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. (Tel. 845-2700.) (Ref. Mrs Van Zyl.)

Saak 8704/93

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Alma Rinwill Properties (Pty) Ltd,** Eerste Verweerder, en **L. A. van Heerden,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Maart 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Deeltitel Ontwikkeling Eenhede 1 tot 6, bekend as Alma Rinwill, geleë te Erf 219, Kempton Park-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 290 (eenduisend tweehonderd en negentig) vierkante meter.

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

Kantoorblok met verskeie kantore en toilette onder een dak. Nie omhein.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N841/CDN518.)

Saak 3737/94

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **P. J. de Wet,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 19 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 2077, Birch Acres-uibreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, toilet, drie slaapkamers, familie/TV-kamer, kombuis en kroeg. Buitegeboue bestaan uit twee motorhuise, oprit, swembad en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N916/CDN573.)

Saak 1017/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Eenheid 27, Rhodesfield Crescent Heights, geleë te Erf 934, Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 83 (drie-en-tagtig) vierkante meter.

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

Woonhuis gebou van stene, sinkdak bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis. Buitegeboue bestaande uit afdak, oprit en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N904/CDN561.)

Saak 3735/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 19 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 10, Villa F.A.S., geleë te Erf 2794, dorpsgebied Kempton Park-uitbreiding 11, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 96 (ses-en-negentig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, drie slaapkamers en kombuis. Buitegeboue bestaan motorhuis, oprit, omhein met baksteen en betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N915/CDN574.)

Saak 3736/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 19 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 11, Saint Margaret's, geleë te Erf 2793, dorpsgebied Kempton Park-uitbreiding 11, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 84 (vier-en-tagtig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis. Buitegeboue bestaan motorhuis, oprit, omhein met baksteenmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N917/CDN572.)

Saak 9267/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 2 Julie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 160, dorpsgebied Estherpark, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter.

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

Woonhuis gebou van stene, bestaande uit portaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis en opwaskamer. Buitegeboue bestaan motorhuis.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 30ste dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1183/CDS187.)

Case 152/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mfikiseni Paulos Mkhaliphi,** First Defendant, and **Elizabeth Songolo,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17195, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17195 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01046.)

Case 6958/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Vikimpi William Mlangeni,** First Defendant, and **Nomalungelo Petunia Mlangeni,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1900, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1900 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 27th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HS3454.)

Case 2905/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mack Mashosho Baloyi,** Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 539, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 539 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01336.)

Case 1804/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kwena Johannes Malebane,** Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 16837, Vosloorus Extension 26, Registration Division IR, Transvaal, situated at 16837 Vosloorus Extension 26, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01285.)

Case 11415/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Joseph Mathenjwa,** First Defendant, and **Alzina Mathenjwa,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20704, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20704 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00976.)

Case 2141/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bob Alex Makhubela,** First Defendant, and **Lindiwe Lydia Makhubela,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 899, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 899 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01289.)

Case 4606/90

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mandlakayisa Sidwell Khumalo,** First Defendant, and **Ouma Evelyn Khumalo,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 3125, Vosloorus, Registration Division IR, Transvaal, situated at 3125, Ndlala Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01059.)

Saak 59522/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Coetzee, H. M.** Eksekusiekuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Oktober 1993, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 558, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Van Reenenstraat 44, Danville.

Gesoneer vir 'n woonhuis.

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

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Case 1048/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Bishop Wilfred Manamela,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Office, Emminis Street, Nylstroom, on Friday, 24 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 970, situated in the Town Phagameng Extension 1, Registration Division KR, Transvaal, measuring 388 (three hundred and eighty-eight) square metres, held under Deed of Transport TE72139/91, subject to the conditions therein contained and more especially subject to the reservation of mineral rights.

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

Dwelling with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

Ten per centum (10%) 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 30th day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S80/94.)

Saak 804/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), handeldrywende as Trust Bank, Eiser, en **J. J. Basson,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 25 Maart 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 24 Junie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 499, Vanderbijlpark Central East 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 853 vierkante meter. *Verbeterings:* Sitkamer, eetkamer, drie slaapkamers, volledige badkamer, stort en toilet, kombuis, twee motorhuise, bediendekwartiere, toilet en stoor.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 25ste dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. E.40005/R. Ellis.)

Case 12700/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Morris, Roderick William,** 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, Benoni, at 49 Kempston Avenue, Benoni, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Holding 99, Lilyvale Agricultural Holdings, area 1,6187 (one comma six one seven) hectares, situation 99 De Wet Street, Lilyvale.

Improvements (not guaranteed): Lounge, family room, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms, shower, two w.c.'s, dressing room, three garages, servants' quarters and store-room.

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

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

N. J. Lambrianos, for Norton-Lambrianos, Plaintiff's Attorney, c/o Helen Ellis, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F1368/M25/MC.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sales in execution of the undermentioned properties are to be held at the Main Entrance of the Magistrate's Court, Fochville, on 8 July 1994 at 11:00.

The Execution Creditor in both matters are **Standard Bank of South Africa Limited** and the sales take place pursuant to Judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff 195 Kerk Street, Potchefstroom, and will be read out prior to the sale.

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

1. *Case No.:* **3363/94**

Execution Debtor: **Negester (Pty) Limited.**

Property: Erf 1214, situated in the Township Fochville Extension 1, Registration Division IQ, Transvaal, measuring 3 535 square metres and held under Deed of Transfer T18951/90, known as 14 Protea Avenue, Fochville.

2. *Case No.:* **3363/94**

Execution Creditor: **Negester (Pty) Limited**

Property: Erf 1251, situated in the Township Fochville Extension 1, Registration Division IQ, Transvaal, measuring 2 877 square metres and held under Deed of Transfer T18952/90.

Dated at Pretoria on this the 26th day of May 1994.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr Stupel/ML VS 6396 (C).]

Saak 25207/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Sithole, Peter,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 30 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 37 van Erf 357, Lombardy-Oos-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 284 vierkante meter (ook bekend as Victoriaweg 259, Lombardy-Oos).

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

Datum: 26 Mei 1994.

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

Saak 6932/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Moloi, Matie Thomas,** Eerste Verweerder, en **Moloi, Nonhlanhla Minah,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof, sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op 1 Julie 1994 om 11:15, verkoop word deur die Balju, te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 261, Vosloorus-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 294 vierkante meter, geleë te Ngodistraat 261, Vosloorus-uitbreiding 8.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, vier slaapkamers, badkamer, aparte toilet, kombuis, motorhuis, twee bediendekamers en stoorkamer.

Datum: 26 Mei 1994.

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

Case 7437/94
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 **Mashimbyi, Chabani Richard,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 8 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 1476, situated in the Township of Doornkop Extension 1, Registration Division IQ, Transvaal, being 1476 Doornkop Extension 1, 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, 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 this 27th 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/M808.)

Case 3668/94
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 **Motsoeneng, Leketha Samuel,** First Execution Debtor, and **Dlamini, Masesi Christina,** 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 8 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 232, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 232 Monomane Crescent, Vosloorus Extension 5, Boksburg, measuring 286 (two hundred and eighty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 27th 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/M781.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal 'n verkoping sonder 'n reserweprys gehou word te:

Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 24 Junie 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak 19743/92.

Vonnisskuldenaar: **M. N. Maphakela,** Eerste Verweerder, en **R. S. Maphakela,** Tweede Verweerder.

Eiendom: Leasehold Stand 402, Block FF, Soshanguve, Residential area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

Groot: 450 (vier vyf nul) vierkante meter.

Gehou: Kragtens Akte van Transport T31727/1992.

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

Verwysing: Mnr. Botha/MB/299/94.

Saak 22589/92.

Vonnisskuldenaar: **Peter John Vermeulen.**

Eiendom: Erf 430, Theresapark-uitbreiding 1, Registrasieafdeling JR, Transvaal.

Groot: 1 000 (eenduisend) vierkante meter.

Gehou: Kragtens Akte van Transport T46586/1984.

Beskrywing: Onverbeterde perseel.

Verwysing: Mnr. Botha/MB/281/94.

Saak 12187/91.

Vonnisskuldenaar: **R. Prinsloo,** Eerste Verweerder, en **M. J. Prinsloo,** Tweede Verweerder.

Eiendom: Erf 514, Amandasig-uitbreiding 2, Registrasieafdeling JR, Transvaal.

Groot: 1 000 (eenduisend) vierkante meter.

Gehou: Kragtens Akte van Transport T68583/1990.

Beskrywing: Woonhuis bestaande uit vier slaapkamers, twee en 'n halwe badkamers, kombuis, sitkamer, gesinskamer, eetkamer, studeerkamer, dubbelmotorhuis, dubbelmotorafdak, stoorkamer en swembad.

Verwysing: mnr. Botha/MB/744/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

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

Coetzee, 15de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. Mnr. Botha/MB.)

Saak 126/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser (Eksekusieskuldeiser), en **Shelly Carol Patridge,** Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 19 April 1994 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 8 Julie 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Synde:

1. (a) Gedeelte 17, soos aangedui en meer volledig omskryf in gedeelte van Plan SS17/92 in die gebou/geboue bekend as Benprin geleë in die dorpsgebied Vereeniging.

(b) Onverdeelde aandeel in die gemeenskaplike gedeelte van die gebou/geboue en meer volledig beskryf in die voormelde deeltitelplan, toegeken aan die voormelde deel in ooreenstemming met die deelnemingskwota van die voormelde deel gespesifiseer in 'n skedule geëndoseer op voormelde deeltitelplan.

2. 'n Aparte area beskryf as Balkon B17, 6 vierkante meter groot en deel van die gebou of geboue bekend as Benprin aangaande die gebou of geboue geleë in die dorpsgebied Vereeniging, soos meer volledig sal blyk en beskryf op gedeelte van Plan SS17/92, en gehou onder Notariële Akte van Sessie SK4183/93S, groot 76 (ses-en-sewentig) vierkante meter.

'n Tweeslaapkamerwoonstel met geen garage.

Die straatadres van die eiendom is Benprinwoonstelle 18, Merrimanlaan, Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 25ste dag van Mei 1994.

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

Case 636/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mabyane Solomon Mokone,** First Defendant, and **Mosupye Sarah Mokone,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 24 May 1993, the following property will be sold in execution on 24 June 1994 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of:

Erf 1330, Wedela, Registration Division IQ, Transvaal, in extent 364 (three hundred and sixty-four) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL36149/90, known as Erf 1330, Wedela, upon which is erected a detached single-storey dwelling said to consist of three bedrooms, two bathrooms, kitchen, lounge, dining-room and studie. The outbuildings consist of garage.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 5369.)

Case 4596/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ben Roux,** Defendant

A sale in execution of the undermentioned property is to be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 30 June 1994 at 10:00:

Property: Erf 150, Three Rivers East Township, Registration Division IQ, Transvaal (known as 22 Tarentaal Street, Three Rivers East, Vereeniging).

Improvements: Unimproved, vacant land.

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address.

No warranties are given with regard to the description and/or improvements.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1328.)

Saak 9850/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Tukutane David Monare,** Eerste Verweerder, en **Magaile Caroline Monare,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 25 April 1994 sal die ondervermelde eiendom op Vrydag, 1 Julie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 494, Jouberton-uitbreiding 3-dorpsgebied, Registrasie-afdeling IP, Transvaal, groot 262 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. *Buitegeboue:* Geen.

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

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

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

Case 14661/93

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Subiah Pillay,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 31 March 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 July 1994 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 428, Mackenzie Park Extension 1, situated on 21 Jacana Street, in the Township of Mackenzie Park, District of Benoni, measuring 1 224 (one thousand two hundred and twenty-four) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, two dressing-rooms and an outside w.c.

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

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

Dated at Benoni on this the 25th day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/B1061F.)

Case 61827/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Letsika, F. M.,** Defendant

In pursuance of a judgment in the Court of the Magistrate, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 9 March 1993 will be sold in execution on Friday, 15 July 1994 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg, to the highest bidder:

Portion 127, Erf 895, Nancefield Township, Registration Division IR, Transvaal, in extent 724 (seven hundred and twenty-four) square metres, situated at 11 Aquarius Street, Nancefield, Johannesburg.

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

Residence, single storey-dwelling, detached.

Walls: Face brick.

Roof: Tiles.

Floors: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets.

Outbuildings: Two garages.

Boundary: Brick walls.

Improvements: Walling and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cer) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspe cted at the Magistrate's Court, in front of the Court-house, Fox Street Entrance, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 26th day of May 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr Steyn/554.)

Saak 1561/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Nedperm Bank Beperk** (Reg. No. 51/00009/06), Eiser, en **Tumelo Jacob Moloi,** Eerste Verweerder, en **Maria Thabitha Moloi,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 8 Julie 1994 om 10:00, voor die Baljukantoor te Beaconsfieldlaan 41A, Vereeniging, per publieke veiling deur die Balju, Vereeniging, verkoop word:

Hoewe 82, Dreamland Agricultural Holdings, Registrasieafdeling IQ, Transvaal, tesame met die verbeteringe of gboue daarop geleë in die dorpsgebied van Dreamland Agricultural Holdings, gehou kragtens Grondbrief T30275/1991, grootte 2,0997 (twee komma nul nege nege sewe) hektaar.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder teeldak bestaande uit drie slaapkamers, 'n TV-kamer, enkelmotorhuis en draadomheining.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. *Deposito:* 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 Vereeniging hierdie 20ste dag van Mei 1994.

Du Plessis & McLoughlin Ing., Senator Markslaan 47A, Posbus 4400, Vereeniging, 1939. [Verw. SG/N101 (VEB).]

Saak 1479/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Volkskas Bank, Eiser, en **Henry Barnes,** Verweerder

Ter uitvoering van 'n verstekvonnis wat op 15 Februarie 1993, in die bogemelde Hof teen die bogenoemde Verweerder toegestaan is, sal die hiernavermelde onroerende eiendom by die kantore van die Balju vir die Hooggeregshof, te Parkstraat 8, Kempton Park [Tel. (011) 394-1905), op 30 Junie 1994 om 10:00, aan die hoogste bieder in eksekusie verkoop word, onderworpe aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees word:

Erf 367, Aston Manor, Registrasieafdeling IR, Transvaal, groot 1 487 vierkante meter, gehou kragtens Transportakte T65814/1991, in die naam van Henry Barnes, Identiteitsnommer 2610295022002, en Rose Alice Barnes, Identiteitsnommer 3807090036000, met mekaar getroud binne gemeenskap van goed, bestaande uit 'n sitkamer, drie slaapkamers, twee badkamers, twee toilette, 'n eetkamer, 'n kombuis, 'n familie/TV-kamer, 'n motorafdak, 'n rybaan, 'n swembad en 'n kroeg, en geleë te Glenrollo 5, Aston Manor, Kempton Park, Transvaal.

'n Koper moet 10% (tien persent) van die koopprys onmiddellik na die veiling betaal en die saldo teen oordrag. 'n Bankwaarborg ten opsigte van die saldo moet binne 14 dae na die veilingsdatum by die Balju of die Eiser se prokureur ingelewer word. Die volledige verkoopvoorwaardes lê by die Balju se kantoor by die voormelde adres ter insae.

Gedateer te Durbanville op die 9de dag van Mei 1993.

D. F. Malan, Eiser se Prokureur, Posbus 1053, Durbanville, 7550. [Tel. (021) 975-1660/1.] [Faks (021) 96-9271.] (Verw. 74/v103y.)

Saak 8734/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **The African Bank Limited,** Eiser, en **Lesiba Wilson Mathiba,** Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom per openbare veiling verkoop word deur die Balju Mahwelereng, op 1 Julie 1994 om 10:30, te die Landdroskantoor Mahwelereng, aan die hoogste bieder, met reserwe:

Sekere: Standplaas 2138, Eenheid A(1), Mahwelereng, groot 10 000 vierkante voet, distrik Mokerong, Potgietersrus, omskrywing soos op Algemene Plan BA3/1962.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie:

Die woonhuis is gebou met stene en is gepleister aan die buitekant en het 'n IBR-sinkdak waarvan die grootte 111 vierkante meter is. Die woonhuis bestaan uit 'n sitkamer, kombuis, drie slaapkamers en badkamer. Alle munisipale dienste word verskaf insluitend elektrisiteit. Die dubbelgarage wat aangrensend aan die woonhuis en onder dieselfde dak is beslaan 39 vierkante meter. Daar is ook 'n oop karafdak van 22.5 vierkante meter en stoorkamer van 17.5 vierkante meter. Die eiendom is met draad omhein.

Die materiële voorwaardes van die verkoping is:

1. Tensy daar voor datum van verkoping gereël is met die Eiser of sy prokureur sal die koper 10% (tien persent) van die koopprys betaal, of 'n deposito van R3 000 (drieduisend rand), welke ook al die grootste is, in kontant onmiddellik na die verkoping en die balans, tesame met rente daarop sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping.

2. Die eiendom word voetstoots verkoop en onderhewig aan:

2.1 Die wet op Landdroshowe en die reëls in terme daarvan uitgevaardig.

2.2 Die voorwaardes soos vervat in die grondbrief; en

2.3 die verkoopvoorwaardes, wat ingesien mag word by die kantore van die Balju, Mahwelereng, wie die volledige voorwaardes van verkoping sal uitlees onmiddellik voor die verkoping, en waarvan die inhoud hierin geïnkorporeer moet word.

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

J. Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraart 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Horak/pvdh/231.)

Case 27215/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Govindsamy, Mariemato,** First Defendant, and **Govindsamy, Sylvia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 1 July 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 228, Leachville Extension 2 Township, Registration Division IR, Transvaal, being 36 Waterfall Road, Leachville, Brakpan, measuring 1 206 (one thousand two hundred and six) square metres.

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

Building built of brick and plaster, iron roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 24th day of May 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF6289 (AB889).]

Case 2956/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Johan Paul Nieuwenhuis,** First Defendant, and **Zorida Nieuwenhuis,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 18 April 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 1188, Boksburg Township, situated on 105 Claim Street, Boksburg, in the Township of Boksburg, District of Boksburg, measuring 471 (four hundred and seventy-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 entrance hall, lounge, kitchen, three bedrooms, bathroom and shower with w.c., garage 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 24th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00129/Mrs Teixeira.)

Case 23539/94

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 **Johannes Hercules van Niekerk,** Defendant

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

Certin Portion 180 (portion of Portion 14) of the Farm Vastfontein 271, Registration Division JR, Transvaal, measuring 8,5653 hectares, situated at Plot 180, farm Vastfontein 271, 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: Plot, lounge, dining-room, kitchen, two bedrooms, bathroom, shower and w.c.

Outbuildings: Double garage.

Other: Swimming-pool area, borehole and pump.

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

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

Signed at Pretoria on this 30th day of May 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1207.)

Saak 7324/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Durban en Kus Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywend as Trust Bank en Volkskas Bank, Applikant en **Vikki Rissik,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 15 November 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 23 Junie 1994 om 10:00, by die kantore van die Balju, Johannesburg-Suid te Sheffieldstraat 100, Turffontein, aan die hoogste bieder:

Resterende gedeelte van Erf 102, Crown Garden-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 525 (vyf twee vyf) vierkante meter, gehou kragtens Akte van Transport T38697/1986, geleë te Mourneweg 23, Crown Gardens.

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

Die eiendom bestaan uit woonstel met ingangsportaal, sitkamer, eetkamer, kombuis, badkamer, toilet, drie slaapkamers en bediendekamer.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Adjunkbalju van Johannesburg-Suid onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunkbalju.

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) 331-3868] [Fax. (011) 331-9700] (Verw. mnr. Vorster/cs/LR23.)

Saak 2135/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. D. Coetzer,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 15 Februarie 1994, 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 bieër op 29 Junie 1994 om 10:00:

Deel 29, soos getoon en meer volledig beskryf op Deelplan SS104/77 in die skema bekend as Fleur de Lys in die dorpsgebied Ashlea Gardens in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 128 (eenhonderd agt-en-twintig) vierkante meter (beter bekend as 29 Fleur de Lys, Umgazistraat 32, Ashlea Gardens-uitbreiding 2).

Voorwaardes van verkoping:

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

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

'n Drieslaapkamerdupleks met sitkamer, eetkamer, badkamer, kombuis en swembad met parkering.

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, Pretoria-Oos.

Geteken te Pretoria op hierdie 27ste dag van Mei 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR28009.)

Case 1298/94
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 **Wood Shadrach,** and **Wood Mona Magdaleen,** Execution Debtors

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 5 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 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:

(a) Section 29 as shown and more fully described on Sectional Plan SS97/1989 in the building or buildings known as Shady Woods, situated at Township of Bromhof Extension 21, Local Authority of Randburg, of which the floor area, according to the said sectional plan, is 96 (ninety-six) square metres in extent; and

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

(b) Section 30 as shown and more fully described on Sectional Plan SS97/1989 in the building or buildings known as Shady Woods, situated at Township of Bromhof Extension 21, Local Authority of Randburg, of which the floor area, according to the sectional plan, is 120 (one hundred and twenty) square metres in extent, and

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

(c) An exclusive use area described as P29 measuring 8 (eight) square metres, being part of the common property, comprising the land and building or buildings, known as Shady Woods, situated at the Township of Bromhof Extension 21, Local Authority of Randburg, as shown and more fully described on Sectional Plan SS97/1989;

(d) An exclusive use area described as P30 measuring 8 (eight) square metres, being part of the common property, comprising the land and building or buildings known as Shady Woods, situated at the Township of Bromhof Extension 21, Local Authority of Randburg, as shown and more fully described on Sectional Plan SS97/1989, being Flat 13, East Lane, Shadywoods Retirement Village, 56 Kelly Road, Bromhof Extension 20, Randburg.

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

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

Auctioneer's charges, payable on the day of 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).

Dated at Johannesburg on this the 25th 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/W.150.)

Saak 21834/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Insake **Kleinsake-Ontwikkelingskorporasie BK,** Eiser, en **Mokou: Hosiah Matopolane,** Eerste Verweerder, en **Mokou: Manan Anna,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof, Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Benoni, 30 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju te Bedfordlaan 49, Benoni, voor die verkoping ter insae sal lê:

Sekere Erf 30398, geleë te Chiloanestraat 13356, Daveyton, groot 244 (tweehonderd vier-en-veertig) vierkante meter.

Verbeterings (geen waarborg kan in hierdie verband gegee word nie): Geboue bestaande uit: Slaghuis met verkooparea, koelkamer, voorbereidingslokaal, algemene handelaar met verkooparea, stoorkamer en kleedkamers.

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

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

Gedateer te Johannesburg op hierdie 11de dag van Mei 1994.

Coetzee & Vennote, Carolinestraat 76, Brixton, 2092, Posbus 96247, Brixton, 2019. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetzee/AM/GK1019.)

Saak 5306/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **A. J. Makubu,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief in bovermelde Agbare Hof op 14 September 1992 die onderstaande eiendom te wete:

Die reg, titel en belang in die huurpag van Erf 33938, voorheen bekend as 922 Tsakane-uitbreiding 1, Tsakane-dorpsgebied, geleë te 33938, Tsakane-uitbreiding 1, Brakpan, bestaande uit 425 (vierhonderd vyf-en-twintig) vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 1 Julie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeterings skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde stene met teëldak, bestaande uit sitkamer, badkamer, slaapkamer en kombuis. Buitegeboue bestaande uit Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 11de dag van Mei 1994.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. (Tel. 744/4620/7.) (Verw. mev. Visagie/N694/AH.)

Saak 7614/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **W. C. Markus,** Verweerder

Kennis geskied hiermee ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 31 Januarie 1994, die onderstaande eiendom te wete:

Erf 1610, Geluksdal-uitbreiding 1-dorpsgebied, geleë te Heimwee Crescent 1610, Geluksdal-uitbreiding 1, Brakpan, bestaande uit 999 (negehonderd nege-en-negentig) vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 1 Julie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van baksteen met teëldak bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis. Buitegeboue bestaande uit Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie die 11de dag van Mei 1994.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. (Tel. 744-4620/7.) (Verw. mev. Visagie/N992/AH.)

Case 2966/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Solomon Moloi,** First Defendant, and **Julia Nomvula Moloi,** Second Defendant

On 24 June 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 211, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 211 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01342.)

Saak 15814/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Neethling, Lukas Matthys,** Eerste Verweerder, en **Neethling, Lukas,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof, teen die Tweede Verweerder, gedateer 7 Desember 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 24 Junie 1994 om 11:00, by die kantore van die Balju te Springs, 12de Straat 56, Springs, aan die hoogste bieder:

'n Eenheid bestaande uit:

(a) Deel No. 15 soos getoon en vollediger beskryf op Deelplan SS45/84, in die skema bekend as Bourel Court, ten opsigte van die grond en gebou of geboue geleë te Bourel Court 15, Station Singel, Strubenvale, Dorpsgebied Plaaslike Bestuur Stadsraad van Springs, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 78 (sewe agt) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST4622/1992.

Die reserweprys is R38 466,71; onderworpe aan bekragtiging in terme van klousule 14 van die verkoopvoorwaardes.

Die eiendom bestaan uit: Ingangsportaal, kombuis, badkamer/toilet, sit-/eetkamer en een en 'n half slaapkamer.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Adjunkbalju van Springs, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunkbalju.

Geteken te Johannesburg op hierdie 17de dag van Mei 1994.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] (Fax. (011) 331-9700.] (Verw. mnr. Vorster/cs/LN7.)

Case 010365/93
PH 238

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mrs Margeuritha J. Payne N.O.,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Randburg and a warrant of execution dated 7 January 1994, the following property will be sold on 13 July 1994 at 10:00, at Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, Blairgowrie, Randburg, to the highest bidder:

Certain Erf 2855, Randparkrif Extension 24 Township, Registration Division IQ, Transvaal, measuring 1 178 (one thousand one hundred and seventy-eight) square metres, held by Deed of Transfer T48370/1991, known as 55 Suikerbos Avenue, Randparkridge Extension 24, Randburg, subject to Mortgage Bond B59900/1991, in favour of First National Bank of Southern Africa Limited, for the amount of R335 759 and R67 250 additional amount.

Conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed:

Single-storey dwelling-house with high pitch tile roof, above street level, near shopping centre, park, school and bus services.

Consisting of entrance-hall, lounge, TV-room, dining-room, fitted kitchen and scullery, four bedrooms, two bathrooms, shower, two w.c.'s, dressing-room, bar, two garages, staff quarters, outside w.c., carpets and Italian tiles, swimming-pool, security gate, walled and paving.

3. *Terms:* The purchaser shall pay 10% (ten per cent) of the pruchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the first bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff of the Court, Randburg, may be inspected at the office of the Sheriff of the Court at 9 Elnarandhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, as also at the offices of Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

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

P. F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F185.)

Saak 525/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Adam Setlhako,** Verweerder

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

Erf 1462, Lakeside Evaton Township, Registrasieafdeling IQ, Transvaal, groot 252 vierkante meter, gehou kragtens Sertifikaat van Toekenning van Huurpag TL38521/90, bekend as 1462 Lakeside Evaton.

Verbeterings: Sitkamer, twee slaapkamers, badkamer en kombuis.

Terme: Een tiende (1/10) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 21 (een-en-twintig) dae vanaf datum van verkoping.

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

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

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

Saak 3111/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayalethuhome Loans (Pty) Ltd,** Eiser, en **M. E. Makofane,** 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 1 Julie 1994 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2853, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa-uitbreiding 5, gehou kragtens Grondbrief TL72541/91, 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. Voetstoot 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. Verder voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 23ste 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 3286/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Sello Michael Metshe,** Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 10 September 1993, sal die ondervermelde eiendom op Vrydag, 1 Julie 1994 om 10:00 te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 945, Jouberton-uitbreiding 1-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 380 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer. *Buitegeboue:* Een motorhuis.

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

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

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

Saak 204/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Michiel Wilhelm Els,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 3 Februarie 1993 die onderstaande eiendom in eksekusie verkoop sal word op 24 Junie 1994 om 15:00 aan die hoogste bieër, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs:

Erf 5, Petersfielddorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Oos-Geduldweg 3, Petersfield, Springs.

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

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

Buitegeboue: Motorhuis, bediendekamer en toilet.

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

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser, se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Ver. J. A. Kruger/SST/E 410.)

Saak 8962/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk,** Eiser, en **Motlatsi Elliot Ntshihlele,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vanderbijlpark, te Eerste Verdieping, Rietbokgebou, Genl. Hertzogstraat, Vanderbijlpark, op Vrydag, 24 Junie 1994 om 10:00:

Erf 2778, Evaton-West-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 320 vierkante meter gehou kragtens Sertifikaat van Toekenning van Huurpag TL40106/90, bekend as Dakotastraat 2778, Beverley Hills Evaton-Wes.

Verbeterings: Teëldak, sement- en teëlvloere, sitkamer, kombuis, drie slaapkamers, badkamer, toilet, geen buitekamer met omheining.

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

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

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

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

Case 12970/92

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 **Edward Makhosonke Mpange,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 11 February 1994, the property listed hereunder will be sold in execution on Friday, 1 July 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 4896, kwaThema Township, Registration Division IR, Transvaal, measuring 262 (two hundred and sixty-two) square metres, known as Erf 4896, kwaThema, Springs.

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

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

Main building: Bricks under asbestos roof, comprising two bedrooms, kitchen and dining-room.

Outbuildings: Toilet and two bedrooms.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

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

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

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

Dated at Benoni on this the 4th 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. (Tel. 845-2700.) (Ref. Mrs Van Zyl.)

Case 24530/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerhardus Frederik Oosthuizen,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 21 February 1994, the undermentioned property will be sold in exection on Wednesday, 29 June 1994 at 10:00, at the offices of the Sheriff, Pretoria-South, 142 Struben Street, Pretoria, to the highest bidder:

Unit 33, as shown and more fully described on Sectional Plan SS61/1993, in the building or buildings known as Annimeer, situated at Erf 1346, Zwartkop Extension 7, Local Authority, City Council of Verwoerdburg, measuring 85 square metres; an undivided share in the common property in the land and building or buildings as shown and more fully described on the aforesaid sectional plan, apportioned to the said unit in accordance with the participation quota of the aforesaid unit, held by the Defendant under Certificate of Registered Title Deed ST33089/93, known as Flat 52, Annimeer, Heuwel Avenue, Zwartkop Extension 7, Verwoerdburg.

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 double storey flat comprising two bedrooms, bathroom, kitchen, lounge, dining-room and garage.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria South, Eden Park, Plot 83, corner of Gerhard and West Avenues, Lyttleton Agricultural Holdings, Verwoerdburgstad.

Signed at Pretoria on this the 5th 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 X68.)

Saak 9720/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Shane McArthur,** Eerste Verweerder, en **Monika McArthur,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 15 Oktober 1993, sal die ondervermelde eiendom op 5 Julie 1994 om 14:40, deur die Balju, Midrand, by die Landdroshof, hoek van Selkirk- en Jan Smutsrylaan, Randburg, aan die hoogste bieder, geregtelik verkoop word:

Resterende Gedeelte van Hoewe 134, President Park-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 8 580 vierkante meter, gehou kragtens Akte van Transport T5865/1987, bekend as Steynstraat 134/RE, President Park-landbouhoewes.

Verbeterings (geen waarborg word in hierdie verband gegee nie): Woonhuis bestaande uit sit/eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, dubbelmotorhuis en bediendekwartiere.

Sonering: Landbou.

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

(a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien (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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 (sesduisend rand), met 'n minimum van R200 (tweehonderd rand) plus Belasting op Toegevoegde Waarde.

Geteken te Pretoria hierdie 20ste dag van Mei 1994.

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

Saak 25825/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Phillip John Rawlins,** Eerste Verweerder, **Sean Ernst Georg Rawlins,** Tweede Verweerder, en **Hedwig Sharon Brigitte Rawlins,** Derde Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 8 Oktober 1993, sal die ondervermelde eiendom op 1 Julie 1994 om 09:00, deur die Balju, Heidelberg, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word:

Erf 722, Vaalmarina-vakansiedorp, Registrasieafdeling IR, Transvaal, groot 1 092 vierkante meter, gehou kragtens Akte van Transport T30011/1987, T30012/1987 en T72034/1990, bekend as hoek van Galjoen- en Perlemoenstraat, Vaalmarina-vakansiedorp.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Ueckermanstraat 40, Heidelberg, Transvaal, 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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 (sesduisend rand), met 'n minimum van R200 (tweehonderd rand) plus Belasting op Toegevoegde Waarde.

Geteken te Pretoria hierdie 20ste 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.)

Saak 83212/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Jacobus Adriaan Thomas,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 26 Februarie 1993, sal die ondervermelde eiendom op 8 Julie 1994 om 10:00, deur die Balju, Vereeniging by die Balju se kantore, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 5 van Erf 1499, Ironsyde, Registrasieafdeling IQ, Transvaal, groot 838 vierkante meter, gehou kragtens Akte van Transport T41899/1991, bekend as Geduldstraat 26, Ironsyde-dorp.

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

Sonering: Spesiaal residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, 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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 (sesduisend rand), met 'n minimum van R200 (tweehonderd rand) plus Belasting op Toegevoegde Waarde.

Geteken te Pretoria hierdie 20ste 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.)

Saak 89167/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Dial A Part BK,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 10 Maart 1993, sal die ondervermeld eiendom op 6 Julie 1994 om 09:00, deur die Balju, Barberton by die Landdroskantoor, Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 1943, Marloth Park Vakansiedorp, Registrasieafdeling JU, Transvaal, groot 2 438 vierkante meter, gehou kragtens Akte van Transport T53077/1991, bekend as Mambastraat 1943, Marloth Park Vakansiedorp.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddelik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Shebaweg 103, Barberton, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 20ste dag van Mei 1994.

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

Saak 52505/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Arthur van der Merwe,** Eerste Verweerder, en **Anna Elizabeth van der Merwe,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 30 September 1992, sal die ondervermeld eiendom op 6 Julie 1994 om 09:00, deur die Balju, Barberton by die Landdroskantoor, Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 692, Marloth Park Vakansiedorp, Registrasieafdeling JU, Transvaal, groot 2 484 vierkante meter, gehou kragtens Akte van Transport T23105/1988, bekend as Hornbillstraat 692, Marloth Park.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddelik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Shebaweg 103, Barberton, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 20ste dag van Mei 1994.

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

Case 3486/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Andries Francois Bezuidenhout,** First Defendant, and **Marinda Bezuidenhout,** 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 at in front of the main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 24 June 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 591, situated in the Township of Baillie Park, Potchefstroom, Registration Division IQ, Transvaal, also known as 9 Wynne Street, Baillie Park, Potchefstroom, measuring 1 113 (one thousand one hundred and thirteen) square metres, held by Deed of Transfer T73053/93, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

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

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 on this the 24st day of May 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S212/94.)

Case 26023/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bezuidenhout: Jan Frans,** First Defendant, and **Bezuidenhout: Jeanene Samantha,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 1 July 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 81, Minnebron Township, Registration Division IR, Transvaal, being 17 Gert Bezuidenhout Street, Minnebron, Brakpan, measuring 554 (five hundred and fifty-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, metal roof comprising lounge, three bedrooms, bathroom, w.c., dining-room, kitchen, store-room and carport.

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

Dated at Johannesburg on the 20th day of May 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00030 (A030).]

Case 33210/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Augoustis: Ioannis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Benoni, at 49 Kempston Avenue, Benoni, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant and which conditions may be inspected at the offices of the Deputy Sheriff, Benoni, prior to the sale:

Certain Holding 17, Van Ryn Small Holdings Township, Registration Division IR, Transvaal, being 17 Fourth Road, Van Ryn Small Holdings, Benoni, measuring 3,4304 (three comma four three nought four) hectares.

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

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

Dated at Johannesburg on the 20th day of May 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00067 (UB67).]

Case 04967/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maseko: Sanna,** 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, 30 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 Stand 2100, Dhlamini Extention 2 Township, Registration Division IQ, Transvaal, area 299 (two hundred and ninety-nine) square metres.

Situation: Stand 2100, Dhlamini Extension 2 Township.

Improvements (not guaranteed): A house under tiled roof consisting two bedrooms, bathroom, kitchen, lounge with fence around property.

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

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

Dated at Johannesburg on 23 May 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC161.)

Case 04965/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Radebe: Mafukula Robert,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 30 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 Stand 3193, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, area 260 (two hundred and sixty) square metres.

Situation: 3193 Emdeni Extension 1, Soweto, Johannesburg.

Improvements (not guaranteed): A house under asbestos roof consisting two bedrooms, dining-room, kitchen and garage with two outside rooms.

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

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

Dated at Johannesburg on 23 May 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC160.)

Saak 7282/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersandse Plaaslike Afdeling)

In die saak tussen **Secfin Bank Beperk,** Eiser, en **De Bruyn, Corrie,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Strubenstraat 142, Pretoria, op 29 Junie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 146, Waterkloofrif-dorpsgebied, Registrasieafdeling JR, Transvaal, en ook bekend as Canopusstraat 285, Waterkloofrif, Pretoria, grootte 2292 m^2 (twee twee nege twee) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Kombuis, spens, waskamer, opwaskamer, drie badkamers, aparte toilet en 14 ander vertrekke.

Buitegeboue: Bediendekwartiere, dubbelmotorhuis, swembad, cabana en stoorkamer.

Konstruktueer: Baksteen met teëldak.

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

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

Gedateer te Johannesburg op hede die 22ste dag van Mei 1994.

Botha Moll & Vennote, Eiser se Prokureur, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S479A.)

Saak 5706/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Allied Bank Bpk.** (86/04794/06), handelend as Allied Bank, Eiser, en **M. D. Mokoenyane,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 7 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieër op 24 Junie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 363, Sebokeng-gebied 10, Uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 600 vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

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

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

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

Gedateer te Vanderbijlpark op hierdie 19de dag van Mei 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 812-0316.) (Verw. E20145/R. Ellis.)

Case 6414/94

IN THE SUPREME COURT OF SOUTH AFRICA)

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacobus Philippus Serdyn,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 6 May 1994, the undermentioned property will be sold in execution on Wednesday, 29 June 1994 at 10:00, at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, to the highest bidder:

Erf 2936, situated in the Township of Garsfontein Extension 10, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T15254/84, also known as 675 Canis Street, Garsfontein Extension 10, 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 four bedrooms, two bathrooms, kitchen, lounge, dining-room, study, family room, two garages, jacussi and swimming-pool.

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

Signed at Pretoria on this the 18th 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 X305.)

Saak 23941/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Sidney Albert Coetzer,** Eerste Verweerder, en **Marionette Coetzer,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 15 April 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Oos, op 29 Junie 1994 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

Sekere Deel 2 soos getoon en vollediger beskryf op Deelplan SS218/93 in die skema bekend as SIL21/1622 ten opsigte van die grond en gebou of geboue, geleë te Gedeelte 21 van Erf 1622, Silverton met straatadres bekend as Krigestraat 638, Silverton, groot 114 (eenhonderd en veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n huis bestaande uit 'n sit/eetkamer, kombuis, twee badkamers/w.k., twee slaapkamers en motorhuis.

Die koper moet 'n deposito vanf 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 Strubenstraat 142, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600) [Verw. T. du Plessis/AN (FF 0011).]

Saak 5481/93

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

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Helena Nicolene Jansen van Vuuren,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 5 Oktober 1993 sal die ondervermelde eiendom op 30 Junie 1994 om 10:00, deur die Balju, Kempton Park te Parkstraat 8, Kempton Park, aan die hoogste bieder geregtelik verkoop word:

Erf 1042, Clayville-uitbreiding 13, Registrasieafdeling JR, Transvaal, groot 980 vierkante meter, gehou kragtens Akte van Transport T23979/1987, bekend as Nevillestraat 15, Clayville-uitbreiding 13.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê te insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap 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.

(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 23ste dag van Mei 1994.

Eben Griffiths & Vennote, p.a. Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park. [Tel. (012) 64-1007/64-1039.]

Case 5330/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jeremy van Aswegen,** First Defendant, and **Rylene Magdelene Jacoba van Aswegen,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging and writ of execution the property listed hereunder which was attached on 19 April 1994, will be sold in execution, on Friday, 1 July 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 58 of Erf 5401, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, in extent 375 (three hundred and seventy-five) square metres, situated at 1 Samuel Street, Ennerdale, Vereeniging.

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

Residence, single story dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floors: Fitted carpets and tiles novilon.

Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet.

Boundary: Fenced.

Improvements: Fencing and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 23rd day of May 1994.

De Villiers & Co., for Gys Louw & Partners, Russels Building, 54 President Kruger Street, Vanderbijlpark. (Ref. DX 5 Vanderbijlpark.)

Case 1629/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Mohapi Eric Phofu,** First Defendant, and **Matshidiso Elizabeth Mohapi,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria and writ of execution the property listed hereunder which was attached on 25 November 1993, will be sold in execution on Friday, 1 July 1994 at 10:00, in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Erf 314, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 705 (seven hundred and five) square metres, situated at 3140 Osmium Crescent, Lenasia South Extension, Vereeniging.

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

Residence, single storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Carpets and tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fenced and paving.

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

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

De Villiers & Co., for Truter, Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria.

Case 02577/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kubelun Sandra,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sheriff, Johannesburg East Office at 131 Marshall Street, Johannesburg, on 30 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:

Portion 1 of Erf 246, Bramley Township, Registration Division IR, Transvaal, in extent 1 487 square metres, held by virtue of Deed of Transfer T36626/69, also known as 23 Linden Road, Bramley, Johannesburg.

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

A single storey dwelling with tile roof, consisting four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and garage.

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 whithin 14 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 charges R100.

Dated at Johannesburg on this the 6th 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. Mrs S. Yin/10847.)

Case 8996/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gudmundsson: Thorarinn,** 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 30 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 473, Edenvale Township, Registration Division IR, Transvaal, situation 111 13th Avenue, Edenvale, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, toilet, kitchen, lounge, dining-room, study, garage/store-room, under tiled roof, outside ablutions and property enclosed.

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

Dated at Johannesburg on this the 16th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR354E/mgh/tf.)

Case 10082/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerke: Stephan,** 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, 30 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 962, Highlands North Township, Registration Division IR, Transvaal;

2. Erf 964, Highlands North Township, Registration Division IR, Transvaal;

Situation: 1. 64 Sixth Avenue, Highlands North;

2. 64 Sixth Avenue, Highlands North;

Area: 1. 495 (four hundred and ninety-five) square metres;

2. 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, study, three bedrooms, two bathrooms, kitchen, two carports, swimming-pool, under slate roof, property enclosed and staff quarters with ablutions.

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

Dated at Johannesburg on this the 23rd day of May 1994.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR366E/mgh/tf.)

Case 9230/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Soodyall: Sharda,** 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 De Klerk Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 30 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 1015, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, situation: 1015 Penny Royal Crescent, Zakariyya Park Extension 4, area 429 (four hundred and twenty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 23rd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road. Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ22E/mgh/tf.)

Case 10146/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moodly: Moonsamy Narayana,** 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, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 1 July 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 2703, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, situation: 2703 Hibuscus Crescent, Lenasia South Extension 2, area 425 (four hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 23rd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY77E/mgh/tf.)

Case 19227/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Milne: Michelle Ramona Bianca,** 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 De Klerk Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 30 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 5240, Ennerdale Extension 13 Township, Registration Division IQ, Transvaal, situation: 5240 Ruby Crescent, Ennerdale Extension 13, area 325 (three hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof, staff quarters and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 23rd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO23E/mgh/tf.)

Saak 1694/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bouvereniging Bpk., Eksekusieskuldeiser, en **Lukas Johannes Bartel Reynders,** Eerste Eksekusieskuldenaar, en **Francina Johanna Reynders,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 16 Mei 1991 toegestaan is, op 1 Julie 1994 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 903, geleë in die dorpsgebied Del Judor-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 1 350 (een drie vyf nul) vierkante meter, gehou kragtens Akte van Transport T29249/1980, straatadres: Rolinastraat 20, Del Judor-uitbreiding 2, Witbank.

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

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 24ste dag van Mei 1994.

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

Saak 515/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Isaiah Pogiso Matsio,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 1 Maart 1993, sal die ondervermelde eiendom geregtelik verkoop word op 1 Julie 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 3383, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 313 vierkante meter, gehou kragrens Akte van Transport TL16187/1988, bekend as Ntulistraat 3383, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer, daar is geen buitegeboue nie en die perseel is omhein met draad.

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

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

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N536.)

Saak 435/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **R. G. & J. Trust,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 4 Maart 1994, sal die ondervermelde eiendom geregtelik verkoop word op 1 Julie 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Gedeelte 2, van Erf 829, Randfontein-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 126 vierkante meter, gehou kragtens Akte van Transport T19906/1973, bekend as Pessenstraat 11, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1872.)

Saak 2806/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sekodane Dorothy Mokone,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 7 September 1992 sal die ondervermelde eiendom geregtelik verkoop word op 1 Julie 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2913, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 258 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL29359/1989, bekend as Sibekostraat 2913, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdieping, woonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis en gekombineerde sit-eetkamer, die buitegeboue bestaan uit 'n motorhuis, twee kamers en die erf is omhein met draad.

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

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

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N454.)

Saak 347/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Erasmus Johannes le Grange,** Eerste Verweerder, en **Izette le Grange,** Tweede Verweerder

Ingevolge uitspraak van die landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 4 Maart 1994, sal die ondervermelde eiendom geregtelik verkoop word op 1 Julie 1994 om 14:15, voor die Landdroshof, Pollocstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 792, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 vierkante meter, gehou kragtens Akte van Transport T10559/1992, bekend as Sauerstraat 67, Randgate, Randfontein met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Psobus 116, Randfontein, 1760. (Verw. CJO/CC/S1825.)

Saak 358/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen **Allied Bank Beperk** ('n divisie van ABSA Bank), Eksekusieskuldeiser, en **Dirk Johannes Booysen,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis wat die Landdros, Nylstroom, toegestaan het op 27 Mei 1992, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 1 Julie 1994 om 10:00, by die eiendom bekend as Rupertstraat 10, Nylstroom, aan die hoogste bieder, naamlik:

Die resterende gedeelte van Erf 554, geleë in die dorp Nylstroom-uitbreiding, Registrasieafdeling KR, Transvaal, groot 2 335 vierkante meter, gehou kragtens Akte van Transport T66496/88.

Die eiendom kan omskryf word soos volg:

Woonhuis geleë te Rupertstraat 10, Nylstroom, gebou van steen met sinkdak en bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en toilet. *Buitegeboue:* Dubbelmotorhuis, twee bediendekamers, toilet en 'n halwe badkamer.

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

Geteken te Pietersburg op die 23ste dag van Mei 1994.

W. A. H. Nel, vir Steytler Nel & Calitz, p.a. Van Rooy & Scheepers, Posbus 566, Eerste Verdieping, Ou Mutualgebou, 93 Potgieterstraat, Nylstroom. (Verw. Mev. Kotzee K372 92 HK.)

Saak 1404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Benjamin James Lauwrens,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 14 Maart 1994, deur die Landdroshof, Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 1 Julie 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 tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 1536, Springs-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T53310/1993, groot 495 (vierhonderd vyf-en-negentig) 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 21 (een-en-twintig) dae vanaf datum van die verkoping. Vendu koste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellendes.

Gedateer te Springs op hierdie 23ste dag van Mei 1994.

W. Rossouw, vir McDonald Rossouw & Groenwald, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. mnr. Rossouw/il/4259.)

Saak 31771/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Jacobus Adriaan Thomas,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 10 Augustus 1992, sal die ondervermelde eiendom op 8 Julie 1994 om 10:00, deur die Balju, Vereeniging, by die Balju se kantore, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 36 van Erf 1493, Ironsyde, Registrasieafdeling IQ, Transvaal, groot 804 vierkante meter, gehou kragtens Akte van Transport T41899/1991, bekend as Enastraat 37, Ironsyde.

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

Sonering: Spesiaal Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 23ste 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.)

Saak 17909/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging), Eiser, en **Cornelia Hermina van Heerden,** Eerste Verweerder, en **Willem van Heerden,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 12 Oktober 1993 sal die ondervermelde eiendom op 29 Junie 1994 om 10:00 deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 678, Eldoraigne-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 607 vierkante meter, gehou kragtens Akte van Transport T13102/1992, bekend as Shirleystraat 1014, Eldoraigne, Verwoerdburg.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Dubbelverdiepingwoonhuis bestaande uit 'n portaal, twee sitkamers, eetkamer, gesinskamer, vier slaapkamers, twee badkamers, kombuis en wassery, dubbel motorhuis en 'n stoorkamer.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad, en bevat onder andere die volgende:

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

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

Geteken te Pretoria op hierdie 23ste 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.)

Saak 1294/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **M. P. Donka,** Eerste Verweerder, en **M. G. Donka,** 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 om 11:00 op 24 Junie 1994 te Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 943, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag TL1300/90, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en of sementwoonhuis onder sinkdak bestaande uit sitkamer, 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 belans binne 30 (dertig) dae na veiling.

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

4. Verdere voorwaardes by Balju vir insae.

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

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Mnr. Van Wyk/B49/180/EJ.)

Saak 93/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Van Wyk's Refrigeration,** Eiser, en **Human S. mnr.,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 4 Maart 1994 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10:00 op 8 Julie 1994 te Bronkhorstspruit, geregtelik verkoop sal word, naamlik:

Resterende Gedeelte van Erf 382, Erasmus, Registrasieafdeling JR, Transvaal, ook bekend as Cathystraat 45A, Bronkhorstspruit.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Cornelisstraat 41, Bronkhorstspruit, ter insae lê en behels onder andere die volgende:

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspruit op hede die 23 Mei 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspruit; Posbus 160, Bronkhorstspruit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/V295.)

Case 7844/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lehlonolo Michael Lehotlela,** First Defendant, and **Nomagagule Joan Fortunate Lehotlela,** Second Defendant

On 24 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 18094, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18094 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 23rd day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H531.)

Case 3306/89

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Vusumusi David Mavundla,** Defendant

On 24 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 389, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 389 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 23rd day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01075.)

Case 5718/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lodewickus Johannes Olivier,** Defendant

On 24 June 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 156, Morganridge Extension 2, Registration Division IR, Transvaal, situated at 12 Diaz Street, Morganridge Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 23rd day of May 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00893.)

Case 16326/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank division), Plaintiff, and **Louw: Sydney,** First Defendant, and **Louw: Sara,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 1 July 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 80, Geluksdal Township, Registration Division IR, Transvaal, being 80 Moria Street, Geluksdal, Brakpan, measuring 338 (three hundred and thirty-eight) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, two bedrooms, bathroom and a 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [(Ref. Mrs Teixeira/AF6276 (AB876).]

Case 34327/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Joubert, Lionel Capewill,** First Defendant, and **Joubert, Shireen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain Erf 119, Birchleigh North Extension 3 Township, being 27 Craig Street, Birchleigh North Extension 3, Kempton Park, measuring 1 000 (one thousand) square metres.

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

Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, dining-room, kitchen, two bedrooms and bathroom.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631) [Ref. Mrs Teixeira/A00062 (A062).]

Case 4934/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Blerk, Anthony Matthew,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain Portion 44 of Erf 977, Terenure Extension 16 Township, situated at 3 The Tiltyard Gardens, Terenure Extension 16, Kempton Park, measuring 370 (three hundred and seventy) square metres.

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

Building built of brick and plaster, tiled roof comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and carport.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631) [Ref. Mrs Teixeira/A00101 (A101).]

Case 33564/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Rensburg, Jacobus Frederick Matjan,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain: A unit consisting of:

Section 6 as shown and more fully described on Sectional Plan SS22/1985 in the scheme known as Emmarina in respect of the land and building or buildings situated at Kempton Park Township, Local Authority Kempton Park, of which the floor area, according to the said sectional plan, is 83 (eighty-three) square metres; and

an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the Sectional Plan.

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

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631) [Ref. Mrs Teixeira/U00066 (UB66).]

Case 34068/93
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 **Meile, Max Robert,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 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: Remaining extent of Portion 6 of Erf 11, situated in the Township of Klippoortje Agricultural Lots, Registration Division IR, Transvaal, being 11A, Whitford Road, Klippoortje Agricultural Lots, Germiston.

Measuring: 3 782 (three thousand seven 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 slate roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with separate toilet with outbuildings with similar construction comprising two garages, servant's room, toilet, laundry, store-room and swimming-pool.

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

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

Dated at Johannesburg on this 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/M755.)

Saak 5094/91

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Leon Lenard Luyt,** Eerste Verweerder, en **Melody Ann Nel,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 25 Januarie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 30 Junie 1994 om 10:00:

Erf 623, Van Riebeeckpark-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 981 (negehonderd een-en-tagtig) vierkante meter, bekend as Georginastraat 6, Van Riebeeckpark, Kempton Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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 verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Motorhuis.

Ander: Omring deur vier mure.

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 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar, sal binne 14 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20; Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U188.)

Saak 8620/91

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Lindi Albert Nyakala,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 30 Junie 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 464, Tsepo-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 257 (tweehonderd sewe-en-vyftig) vierkante meter, bekend as 464 Tsepo Afdeling, Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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 verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis: Eetkamer, twee slaapkamers, kombuis, badkamer en toilet.

Ander: Alles onder 'n sinkdak.

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 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar, sal binne 14 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20; Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U652.)

Saak 4068/88

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Makwetja Ezekiel Ramashapa,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 Junie 1992, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 30 Junie 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 124, Tembisa-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 434 (vierhonderd vier-en-dertig) vierkante meter, bekend as Hospital View 124, Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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 verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

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

Ander: Alles onder 'n teëldak.

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 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 13,50% (dertien komma vyf nul persent) per jaar, sal binne (veertien) 14 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20, Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U864.)

Case 6306/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Poulton, Manuel George,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 28 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 419, Fontainebleau Township, Registration Division IQ, Transvaal, area 1 784 (one thousand seven hundred and eighty-four) square metres, situation 20 Annie Street, Fontainebleau.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, double garage and 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 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. ForeclosuresN4:NB166.)

Case 6186/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sutherland: Stuart Philip Alexander,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Magistrate's Court, Westonaria, on Friday, 1 July 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 984, Westonaria Township, Registration Division IQ, Transvaal, area 2 285 (two thousand two hundred and eighty-five) square metres, situation 106 Edwards Street, Westonaria, 1780.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage 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 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. ForeclosuresN8:NK8.)

Case 03334/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Foster: Veronica Welhemina,** First Defendant, and **Foster, Vernonica Welhelmina N.O.,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 30 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 2900, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situation 41 Mopanie Street, Eldoradopark Extension 3, Johannesburg.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen and dining-room/lounge with wire fence around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000, and a minimum of R100 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:NT388.)

Case 7213/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jasper Daniel Allettus van der Westhuizen,** First Defendant, and **Louisa Aletta van der Westhuizen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 1 July 1994 at 10:00, in front of the Magistrate's Office, Bester Street, Nelspruit:

Portion 36 (a portion of Portion 32), of the farm Cromdale 453, Registration Division JT, Transvaal, measuring 22,0504 hectares, held by the First and Second Defendants under Deed of Transfer T113/1983, situated from Nelspruit on the Barberton Road, turn right at the Glenwood turn-off for ± 1,3 km. Turn right opposite the Schorman turn-off travel for 50 metres and then turn left to property.

The following information is furnished, though in this respect nothing is guaranteed: Main house consists of three bedrooms, two bathrooms, study, lounge/dining-room. Partly completed second house. Escom power. Outbuildings consisting of double garage and workshop, equipped bore-hole and unequipped bore-hole, fountain and dam. Seven hectares cultivated land and the rest of the property is ideal for grazing.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Nelspruit.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R321244/as.)

Saak 9704/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Paul Anthony Knezovich,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 14 Januarie 1994, sal die ondervermelde eiendom op 5 Julie 1994 om 14:40, deur die Balju, Midrand, by die Landdroshof, hoek van Selkirk- en Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Resterende gedeelte van Hoewe 515, Glen Austin-landbouhoewes-uitbreiding 3, Registrasieafdeling IR, Transvaal, groot 1,0236 hektaar, gehou kragtens Akte van Transport T6166/1983, bekend as 515 Danestraat, Glen Austin-uitbreiding 3, Midrand.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, studeerkamer, werkskamer, twee slaapkamers en twee badkamers.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Midrand, No Northview, Richardrylaan 45, Halfweghuis, Midrand, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum 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. Schwellnus Spies & Haasbroek, Tweede Verdieping, Randparkgebou, Doverstraat 20, Randburg. [Tel. (012) 64-1007/64-1039.]

Saak 21386/93

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

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Donald Matthew Young,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 11 Februarie 1994, sal die ondervermelde eiendom op 30 Junie 1994 om 10:00, deur die Balju, Kempton Park, by die Balju se kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder geregtelik verkoop word:

Erf 274, Clayville, Registrasieafdeling JR, Transvaal, groot 1 076 vierkante meter, gehou kragtens Akte van Transport T4794/1990, bekend as Majorstraat 23, Clayville, Midrand.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum 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. Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park. [Tel. (012) 64-1007/64-1039.]

Saak 2772/91

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Thulasizwe Sydney Dlamini,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 November 1993 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, 8 Parkstraat, Kempton Park, aan die hoogste bieër op 30 Junie 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 114, Teanong-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 304 (driehonderd en vier) vierkante meter, bekend as Teanong-afdeling 114, Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

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

Ander: Alles onder 'n teëldak.

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 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20,75% (twintig komma sewe vyf persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20, Privaatsak 53, Kempton Park, 1620. (Ref. Mr McKenzie/zk/DB/U572.)

Saak 322/92

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Nicolaas Francois Herbst,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 1 Februarie 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 30 Junie 1994 om 10:00:

Erf 44, Edleen-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 033 (eenduisend drie-en-dertig) vierkante meter, bekend as Crypto Maraisstraat 17, Kempton Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

Woonhuis: Eetkamer, sitkamer, familiekamer, kombuis, vier slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Enkelmotorhuis, afdak en oprit.

Ander: Betonmure, swembad en kroeg.

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 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20% (twintig persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20, Privaatsak 53, Kempton Park, 1620. (Ref. Mr McKenzie/zk/DB.)

Saak 16133/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Martin, Pillay,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan 28, Vereeniging, op 30 Junie 1994 om 10:00, van die ondergemelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 362, Zakariyya Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Allspicestraat 362, Zakariyya Park-uitbreiding 1, grootte 448 m^2 (vier vier agt) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet en aparte waskamer.

Buitegeboue: Geen.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 30ste dag van Oktober 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/03/A8146.)

Saak 3564/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eksekusieskuldeiser, en **Saarl Jacobus Burger,** Eerste Eksekusieskuldenaar, en **Johanna Gertruida Burger,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis wat die Landdros van Pietersburg, toegestaan het op 5 Mei 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 24 Junie 1994 om 10:00, by die eiendom bekend as Pietersburgstraat 19, Annadale, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 264, in die dorp Annadale, Registrasieafdeling LS, Transvaal, groot 1 428 vierkante meter, gehou kragtens Akte van Transort T55573/91.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Annadale, gebou van steen met sinkdak en bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, opwas, drie slaapkamers, twee badkamers, twee toilette en patio.

Buitegeboue (vorm deel van hoofgebou): Motorafdak, toilet, eenvertrekwoonstel met stort en toilet.

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

Gedaan en geteken te Pietersburg op die 19de dag van Mei 1994.

W. A. H. Nel, vir Steytler, Nel & Calitz, Eerste Verdieping, Pioniersentrum, Landdros Maréstraat 52, Posbus 496, Pietersburg, 0700. (Verw. mnr. Nel/hgf/ANA230.)

Case 02580/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Fakir, Mohamed Faud,** First Defendant, and **Fakir, Khairoonisa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 30 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 1513, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, area 920 (nine hundred and twenty) square metres, situation 88 Vulcan Street, Ennerdale Extension 1.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, bathroom, kitchen, lounge, dining-room, double garage, swimming-pool 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 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 19 May 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA145.)

Saak 79125/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994 sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 178, geleë in die dorpsgebied Booysens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Hjalmerstraat 1166, Booysens, Pretoria.

Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, twee slaapkamers, twee motorhuise, bediendekamer en toilet.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 10785/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Deluxe Dryclean Launder CC,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 25 Mei 1993, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 15 van Erf 218, geleë in die dorpsgebied Pretoria, Industrial, Registrasieafdeling JR, Transvaal, bekend as Bessemerweg 118, Pretoria, Industrial.

Gesoneer vir algemene nywerheid, winkels en ander gebruike.

Beskrywing: Perseel bestaande uit drie winkels.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 1990/93

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

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **L. de Lange,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 10 Junie 1993, sal die onderstaande eiendom op 1 Julie 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 328, geleë in die Wolmer-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Jopie Fouriestraat 377, Wolmer.

Gesoneer vir 'n verdeelbare erf.

Beskrywing: Leë erf.

Verbandhouer(s): Nedperm, Esselenstraat, Sunnyside.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

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 20ste dag van Mei 1994.

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

Saak 8118/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Visagie E. C.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 4 Maart 1994, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2394, geleë in die Danville-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Albertynlaan 135, Danville.

Gesoneer vir 'n woonhuis.

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

Verbandhouer(s): Saambou, Andriesstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 77692/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 10 van Erf 104, geleë in die Les Marais-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Booysenstraat 282, Les Marais.

Gesoneer vir 'n woonhuis.

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

Verbandhouer(s): SA Perm, Pretoriusstraat 200, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 59361/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Boshoff M. M. D.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 31 Desember 1993, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1877, geleë in die dorpsgebied Danville-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Dinkelmanstraat 176, Danville-uitbreiding 2.

Gesoneer vir 'n woonhuis.

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

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 65133/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Megatop Prop Dev Cor Pty Ltd,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 6 Januarie 1994, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 3426, geleë in die Danville-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as De Villiersstraat 153, Danville.

Gesoneer vir besigheidsgeboue en maatskappy.

Beskrywing: Drieverdieping besigheidskompleks bestaande uit: Grondvloer: Ses winkels. Eerste verdieping: Kantoor en stoorruimtes. Tweede verdieping: Kantoor en stoorruimtes. Kelder: Vir parkering.

Verbandhouer(s): NBS Bank, Pretoriusstraat 101, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 8009/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Kritzinger W. R.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 8 Februarie 1994, sal die onderstaande eiendom op 30 Junie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1846, geleë in die dorpsgebied Danville-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Dirksenstraat 150, Danville-uitbreiding 2.

Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, drie en 'n half slaapkamers, twee motorhuise, bediendetoilet en swembad.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 19de dag van Mei 1994.

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

Saak 30505/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **First National Mortgages Nominees (Pty) Ltd,** Eiser, en **Twenty Two Financial Enterprises BK,** Eerste Verweerder, en **Meter, Calvin John,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te 12de Straat 56, Springs, op 1 Julie 1994 om 11:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 1 van Erf 56, Springs-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Vierde Straat 9A, Springs, grootte 514 (vyf een vier) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Ou winkel konstruktueer met baksteen onder sinkdak. Groot winkel op grondverdieping met toilette en kombuis. Kantoorspasie op tussenverdieping. Woonstel met twee slaapkamers, kombuis, badkamer, toilet en wasbak op eerste verdieping.

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

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

Gedateer te Johannesburg op hede die 16de dag van Mei 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5317E.)

Saak 7434/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Justice Elias Nkoso,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 1 Desember 1993, sal 'n verkoping gehou word op 6 Julie 1994 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 12758, Kagiso-uitbreiding 8, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL26007/90, groot 353 (driehonderd drie-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL26007/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Geroge Championsingel 12758, Kagiso-uitbreiding 8, en bestaan uit sitkamer, badkamer, drie slaapkamers, gang, kombuis, motorhuis, teëldak met gepleisterde mure en staalvensterrame (alhoewel geen waarborg in hierdie verband gegee word nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word.

Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 25ste dag van Mei 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1920/93/BN387.)

Saak 12892/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Petrus Edwin Murray,** Eerste Verweerder, en **Martha Jacoba Murray,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 27 Januarie 1994, sal 'n verkoping gehou word op 8 Julie 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 883, Roodekrans-uitbreiding 2, groot 2 000 (twee duisend) vierkante meter, gehou deur Verweerders kragtens Akte van Transport T44484/88.

Die eiendom is gesoneer Residensieel 1 en is geleë te 4 Chestnutstraat, Roodekrans en is dit 'n leë erf, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 25ste dag van Mei 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1809/93/B M918.)

Saak 12891/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **George Tserkezis,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 4 Maart 1994, sal 'n verkoping gehou word op 8 Julie 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 642, Little Falls-uitbreiding 1, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL 18836/92, groot 1 036 (eenduisend en ses-en-dertig) vierkante meter gehou deur Verweerder kragtens Akte van Transport TL18836/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te 1050 Bovenstraat, Little Falls-uitbreiding 1, en bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, enkelmotorhuis, bediendetoilet, teëldak met baksteenmure en staalventerrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 25ste dag van Mei 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1810/93/BT301.)

Case 01463/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nhlapo Mvundhla Jerry,** First Defendant, and **Nhlapo Mamatebele Cecilia,** Second Defendant, and **Nhlapo Fatima Nombuso,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 30 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 614, now renumbered 28153, Meadowlands Zone 7 Township, Registration Division IQ, Transvaal, measuring 239 (two hundred and thirty-nine) square metres, situated at Erf 614, now renumbered 28153, Meadowlands Zone 7 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, kitchen and dining-room. *Outbuilding:* Two garages and storeroom.

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 wthin 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 18th day of 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. N26057/PC.)

Case 29982/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mkhuma Gegqesa Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 30 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 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 111, Jabavu Central Western Extension 1 Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 111, Jabavu Central Western Extension 1 Township.

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

Dwelling under asbestos roof, dining-room, kitchen and two bedrooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th day of 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. M22180/PC.)

Case 3002/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mkhaliphi Milton,** First Defendant, and **Mkhaliphi Rakgadi Josephine,** 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 30 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 11290, Orlando Township, Registration Division IQ, Transvaal, measuring 188 (one hundred and eighty-eight) square metres, situated at Erf 11290, Orlando Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. *Outbuildings:* Two single garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 23rd 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. M13370/PC.)

Case 9490/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mgulwa Bantu Kenneth,** 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 30 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 2439, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 250 (two hundred and fifty) square metres, situated at Erf 2439, Pimville Zone 2 Township.

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

Dwelling under iron roof, lounge, kitchen and two bedrooms. *Outbuildings:* Two single garages 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 20th 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. M14283/PC.)

Case 08184/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maphumulo Funda Paulus,** First Defendant, **Maphumulo Malesekane Elizabeth,** Second Defendant, and **Maphumulo Cyprian,** 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 30 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 2776, Moroka Township, Registration Division IQ, Transvaal, measuring 234 (two hundred and thirty-four) square metres, situated at Erf 2776, Moroka 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:* Three store-rooms.

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 6th 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. M11445/PC.)

Case 29756/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lekatsa Moiponi Mary,** 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 30 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 12005, Orlando West Township, Registration Division IQ, Transvaal, measuring 243 (two hundred and forty-three) square metres, situated at Erf 8789, Orlando Township.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Semi-detached single-storey dwelling under iron roof, two bedrooms, dining-room and kitchen.

Outbuilding: Two single garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 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. L18178/PC.)

Case 32405/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cindi Thanduxolo Paulus,** First Defendant, and **Cindi Mamaoka Johanna,** 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 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 4910, Emendi Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, situated at Erf 4910, Emendi Township.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under iron roof, two bedrooms, kitchen and dining-room.

Outbuilding: Three store-rooms.

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 23rd 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. C18592/PC.)

Case 8024/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Chokoe George,** First Defendant, and **Chokoe Semakaleng Francina,** 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 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 17435, Meadowlands Township, Registration Division IQ, Transvaal, measuring 254 (two hundred and fifty-four) square metres, situated at Erf 340A, Meadowlands Zone 1 Township.

The following imformation 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 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 11th 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. C18073/PC.)

Case 1363/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndlovu Gilbert Mzamana,** 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 Main entrance to the Magistrate's Court, Fochville, on 1 July 1994 at 11:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff in front of the main entrance to the Magistrate's Court, Fochville, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3670, Wedela Extension 1 Township, Fochville, Registration Division IQ, Transvaal, measuring 211 (two hundred and eleven) square metres, situated at Erf 3670, Wedela Extension 1 Township, Fochville.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under tiled roof, lounge, kitchen and three bedrooms.

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 6th 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. N26087/PC.)

Case 25859/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Monareng Moganetseng Rufus,** First Defendant, and **Monareng Lydia,** 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 Leeuwpoort Street, Boksburg, on 1 July 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff at 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 351, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, situated at Erf 351, Vosloorus Extension 4 Township, Boksburg.

The following imformation 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.

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

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

Signed at Johannesburg on this the 20th day of 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. M17550/PC.)

Case 05254/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Khali Jonginkosi Fortune,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 1 July 1994 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer by the Sheriff in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5628, Mohlakeng Extension 3 Township, Randfontein, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 5628, Mohlakeng Extension 3 Township, Randfontein.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under tiled roof, lounge, kitchen, bedroom 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.

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 18th 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. K26730/PC.)

Case 12346/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Molupe Moyane Joseph,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 933, Tembisa Extension 4 Township, Tembisa, Registration Division JR, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 933, Tembisa Extension 4 Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of two bedrooms, dining-room, kitchen, 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 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 21st 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. M14507/PC.)

Case 15886/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngwenya Bonga Joseph,** First Defendant, and **Ngwenya Moogo Mirriam,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 457, Lekaneng Township, Tembisa, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, situated at Erf 457, Lekaneng Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of dining-room, kitchen, two bedrooms and toilet.

Outbuilding: Two rooms.

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.

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 6th 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. N14918/PC.)

Case 20937/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lukhele Ratola Isau,** First Defendant, and **Lukhele Manana Lydia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the Sheriff's Offices at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 574, Tsenolong Township, Tembisa, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 574, Tsenolong Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of bathroom, two bedrooms, dining-room and kitchen.

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.

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 5th 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. L16224/PC.)

Case 14640/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kgosi Elsie Moenyana,** First Defendant, **Pauline Grany Kgosi,** Second Defendant, and **Mpako Elias Kgosi,** 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, 8 Park Street, Kempton Park, on 30 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 128, Lekaneng Township, Tembisa, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 128, Lekaneng Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of four bedrooms, dining-room, 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.

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 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. K21188/PC.)

Case 19291/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msane Cetshwayo Amon,** First Defendant, and **Msane Noncebe Cordelia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 806, Mashimong Township, Tembisa, Registration Division IR, Transvaal, measuring 363 (three hundred and sixty-three) square metres, situated at Erf 806, Mashimong Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting two bedrooms, kitchen, dining-room, bathroom and toilet.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on this the 11th 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. M15534/PC.)

Case 973/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mabaso Justice Senzo,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 952, Tembisa Extension 4 Township, Tembisa, Registration Division JR, Transvaal, measuring 308 (three hundred and eight) square metres, situated at Erf 952, Tembisa Extension 4 Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Two bedrooms, dining-room, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on this the 23rd 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. M13670/PC.)

Case 10182/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maseko Maphoyisa Paulus,** First Defendant, and **Maseko Elizabeth Themba,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 214, Esiziba Township, Tembisa, Registration Division IR, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 214, Esizba Township, Tembisa.

The following imformation is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of two bedrooms, dining-room, kitchen and toilet.

Outbuilding: Garage and two rooms.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on this the 11th 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. M14374/PC.)

Case 448/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dlamini Mavis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2, Umnonjaneni Township, Tembisa, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 2, Umnonjaneni Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room, kitchen and toilet. Outbuilding: Garage and two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 11th 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. D13663/PC.)

Case 13918/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seoketsa Sello Daniel,** First Defendant, and **Seoketsa Johanna Magdelena Sebina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 325, Maokeng Township, Tembisa, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 325, Maokeng Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen and two bedrooms. Outbuildings: Three stores and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. S14773/PC.)

Case 10166/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mofokeng Diphafana Ephraim,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 954, Tembisa Extension 4 Township, Registration Division JR, Transvaal, measuring 308 (three hundred and eight) square metres, situated at Erf 954, Tembisa Extension 4 Township, Kempton Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th 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. M14273/PC.)

Case 23278/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thindisa Gwati Moses,** First Defendant, and **Thindisa Gape Orina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 25, Ecaleni Township, Tembisa, Registration Division IR, Transvaal, measuring 486 (four hundred and eighty-six) square metres, situated at Erf 25, Ecaleni Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, dining-room, kitchen and toilet. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th 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. T14896/PC.)

Case 32689/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thindisa Gwati Moses,** First Defendant, and **Thindisa Gape Orina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 270, Isivana Township, Tembisa, Registration Division IR, Transvaal, measuring 747 (seven hundred and forty-seven) square metres, situated at Erf 270, Isivana Section, Tembisa Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of four bedrooms, kitchen, lounge, dining-room and study. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 6th 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. T14897/PC.)

Case 6727/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zulu Ernest Mzwakhe Oscar,** 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 30 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 office 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 3454, Moroka Township, Registration Division IQ, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, situated at Erf 3454, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, dining-room, kitchen, two bedrooms. *Outbuilding:* Car-port.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th 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. Z26820/PC.)

Case 20310/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sithole Mbongeseni Sydney,** 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 30 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 office of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 496 (now renumbered Erf 6328) Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 496 (now renumbered Erf 6328) Emdeni Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, two 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on this the 6th 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. S15048/PC.)

Case 34418/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Robbmama James,** First Defendant, and **Robbmama Vuyiswa Lydia,** 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 30 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 22232, Meadowlands Township, Registration Division IQ, Transvaal, measuring 285 (two hundred and eighty-five) square metres, situated at Erf 272, Meadowlands, Zone 4 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on this the 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. R19153/PC.)

Case 89/16568

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Radebe Bekitemba Simeon,** First Defendant, and **Radebe Ntombi Lephina,** Second Defendant, and **Radebe Madoda Paulos,** 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 30 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 217, Jabavu Central, Western Extension 1 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 217, Jabavu Central Western Extension 1 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. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 15th 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. R8826/PC.)

Case 05115/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Radebe Nzame Kate N.O.** Executrix in the estate late **Radebe Mtinda John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 31 Marshall Street, Johannesburg, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2754 (now renumbered Erf 5148) Naledi Extension 11, Registration Division IQ, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 2754 (now renumbered Erf 5148) Naledi Extension 1 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. Outbuilding: Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 7th 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. R20277/PC.)

Case 23044/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plainiff, and Ntombela Mbekeni, First Defendant, and **Ntombela Zandile,** 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 30 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:

Erf 683 (now renumbered Erf 12667), Meadowlands Township, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, situated at Erf 683 (now renumbered Erf 12667), Meadowlands Zone 8 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, lounge and kitchen. *Outbuilding:* Four garages, three servants' quarters.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. N16182/PC.)

Case 18181/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkumane Mvula Owen,** First Defendant, and **Nkumane Mavis,** 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 30 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 Erven 2285 and 2286, Protea North Township, Registration Division IQ, Transvaal.

Erf 2285, measuring 284 (two hundred and eighty-four) square metres, and Erf 2286, measuring 286 (two hundred and eighty-six) square metres, situated at Erven 2285 and 2286, Protea North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room. Outbuilding: Single garage and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 23rd 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. N23747/PC.)

Case 12568/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Modupo Phuti David,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-named suit, a sale without reserve will be held at the Sheriff's Offices, at 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 156, Moteong Section, Tembisa, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 156, Moteong Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Two bedrooms, dining-room, kitchen and toilet. *Outbuildings:* Garage and two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. M14508/PC.)

Case 2102/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Petrus Morema Molapesi,** First Defendant, and **Jemina Molapesi,** Second Defendant

On 29 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 1098, A P Khumalo Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf A P Khumalo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled iron roof comprising room other than kitchen with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0366/CMK.)

Case 8506/89

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Israel Molefe Mokoena,** First Defendant, and **Likeledi Nellie Mokoena,** Second Defendant

On 29 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 556, Nhlapo Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, also known as Erf 556, Nhlapo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising 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 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0128/CMK.)

Case 6395/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mphephi Elizabeth Mkhwanazi,** First Defendant, and **Mafukuzela Patrick Mkhwanazi,** Second Defendant, and **Cassam Khumalo,** Third Defendant

On 29 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 68, Hlongwani Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 68, Hlongwani, 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 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 this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0408/CMK.)

Case 6931/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mamposhu Kenneth Masobe,** Defendant

On 29 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 2611, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 378 (three hundred and seventy-eight) square metres, also known as Erf 2611, Tokoza Extension 1, 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 two bathrooms with outbuildings of a similar construction comprising two garages and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment 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 19% (nineteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0282/CMK.)

Case 102/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mapuleng Rosina Bohata,** Defendant

On 29 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 70, Ramakonopi Township, Registration Division IR, Transvaal, measuring 312 (three hundred and twelve) square metres, also known as Erf 70, Ramakonopi (West), Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MB0026/CMK.)

Case 10489/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Stanley Kapamula Banda,** First Defendant, and **Deleliwe Florina Magubane,** Second Defendant

On 29 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 289, Siluma View Township, Registration Division IR, Transvaal, measuring 736 (seven hundred and thirty-six) square metres, also known as Erf 289, Siluma View, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MB0021/CMK.)

Case 14080/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Petronella Andriesa Howell,** Defendant

On 4 July 1994 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment made thereunder sell:

Erf 312, Marlands Extension 3 Township, Registration Division IR, Transvaal, measuring 1 053 (one thousand and fifty-three) square metres, also known as 10 Seventh Street, Marlands Extension 3, Germiston (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising eight rooms other than two kitchens and three bathrooms with outbuildings of a similar construction comprising two car-ports, jacuzzi and servants' quarters.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0014/Miss Kent.)

Case 110675/93
PH 46

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and
Miss Bhengu, Sibongile, Maude, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 21 January 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street entrance, Johannesburg, to the highest bidder on 1 July 1994 at 10:00:

A unit consisting of Section 43, as shown and more fully described on Sectional Plan SS4/1982, situated in the Township of Hillbrow, Johannesburg, measuring 83 square metres, held by Certificate of Registered Sectional Title ST35756/1991 (known as 903 Harmol Heights, corner of Caroline and Banket Streets, Hillbrow, Johannesburg).

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: A simplex (unit) residence plastered brick walls, consisting: Lounge, kitchen, bedroom and bathroom.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 16% (sixteen per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

Dated at Johannesburg on this the 27th day of May 1994.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N167.)

Case 13156/93
PH 46

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Zondo, Lyson, Themba,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 2 March 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street entrance, Johannesburg, to the highest bidder on 1 July 1994 at 10:00:

Erf 2639, situated in the Township of Protea Glen, Extension 2, Registration Division IQ, Transvaal, measuring 240 square metres, held by Certificate of Ownership TE1563/1993 (known as 2639 Protea Glen, Soweto, Johannesburg).

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: A single storey residence plastered brick walls, consisting lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

Dated at Johannesburg on this the 27th day of May 1994.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N211.)

Saak 2523/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Khumalo Sarah,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 30 Junie 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 2011, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter (ook bekend as Erf 2011, Protea Glen-uitbreiding 1).

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

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

Gedateer op hede die 1ste dag van Junie 1994.

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

Case 932/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Edwin William van der Bijl,** First Defendant, and **Felicia Gwendoline van der Bijl,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 28 February 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 283, Reiger Park Extension 1 Township, situate on 283 David Franch Street, Reiger Park, in the Township of Reiger Park, District of Boksburg, measuring 518 (five hundred and eighteen) 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, an entrance hall, dining-room, three bedrooms, bathroom with shower and w.c. and an outside w.c.

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

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

Dated at Boksburg on this the 26th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00106/Mrs Teixeira.)

Case 11439/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Andrew Clive Walters,** First Defendant, and **Thelma Theresa Walters,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 174, Vandykpark Township, situate on 4 Medlar Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., staffroom, carport 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 26th day of May 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00037/Mrs Teixeira.)

Case 24448/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Saligram Pillay,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 5 May 1994, will be sold in execution on Friday, 15 July 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 106: In the Township of Naturena, Registration Division IQ, Transvaal, in extent 1 048 (one thousand and forty-eight) square metres, situate at 6 Coetzee Avenue, Naturena, Johannesburg.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages and w.c. *Improvements:* Boundary concrete walls.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 30th 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/MN6185.)

Case 18912/91
PH 157

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited) (Reg. No. 87/01384/06), Judgment Creditor, and **Motshwafi Joseph Tau,** First Judgment Debtor, and **Patricia Notando Tau,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 11 February 1994, will be sold in execution on Friday, 1 July 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Portion 15 (portion of Portion 1) of Erf 343, Moroka Township, Registration Division IQ, Transvaal, in extent 264 (two hundred and sixty-four) square metres, situate at Portion 15 (portion of Portion 1) of Erf 343, Moroka, Soweto.

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

Residence: Single storey, built of bricks and painted plaster under 26 degree pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Improvements:* Boundary fencing and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 30th 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/MN2886.)

Saak 10773/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **P. W. Holtshausen,** Eerste Verweerder, en **Theresa MacKay,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Mei 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieër op 15 Julie 1994 om 11:00:

Erf 3064, geleë in die dorpsgebied Doornpoort-uitbreiding 29, Registrasieafdeling JR, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, beter bekend as Rooihoutsingel 61, Doornpoort-uitbreiding 29.

Voorwaardes van verkoping:

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

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

Enkelverdiepingwoonhuis met twee slaapkamers, badkamer, stort, kombuis, sitkamer en eetkamer met stoepe.

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.

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

Geteken te Pretoria op hierdie 1ste dag van Junie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48023.)

Case 378/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Risimati Lettus Shivambu,** Defendant

On 29 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 11059 (formerly Erf 388), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 11059 (formerly Erf 388), 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 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 cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0078/CMK.)

Case 9552/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Munene Moses Nhlungwana,** First Defendant, and **Beatrice Neliswa Nhlungwana,** Second Defendant

On 29 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 1982 (formerly Erf 600), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 1982 (formerly Erf 600), 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 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 21,75% (twenty-one comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0008/CMK.)

Case 87/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nomsombuluko Elizabeth Ngubeni,** Defendant

On 29 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 11384 (formerly Erf 713), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 (two hundred and twenty-five) square metres, also known as Erf 11384 (formerly Erf 713), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0149/CMK.)

Case 6241/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dumisani Philemon Mthethwa,** Defendant

On 29 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 2222 (formerly Erf 1925), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2222 (formerly Erf 1925), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 ten per centum (10%) of the price or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Germiston on this 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0407/Miss Kent.)

Case 4004/93

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

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

On 29 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 6181, Tokoza Township, Registration Division IR, Transvaal, measuring 319 (three hundred and nineteen) square metres, also known as Erf 6181, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

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

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

Dated at Germiston on this the 26th day of May 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM9027/CMK.)

Saak 60633/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Andries Stephanus Wilken,** Verweerder

Erf 610, geleë in Vaaloewer IQ, groot 960 vierkante meter, geleë te en grens aan 918 Vaaloewerlaan, Vaaloewer, T29393/1986, Eksekusieverkoping te Landdroskantore, Generaal Hertzogstraat, Vanderbijlpark, op 15 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 waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Vanderbijlpark, 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 (veertien) dae na die datum van verkoping.

(b) die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 1ste dag van Junie 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.)

Saak 125150/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited,** Eiser, en **Noel Victor Gallant,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 1 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word te die Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 1 Julie 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 3043, Ennerdale-uitbreiding 3, Registrasieafdeling IQ, Transvaal, groot 553 (vyfhonderd drie-en-vyftig) vierkante meter, gehou kragtens Transportakte T37411/1992, ook bekend as Ariesstraat 23-uitbreiding 3, Ennerdale.

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

Hoofgebou: Sitkamer, drie slaapkamers, badkamer, toilet en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Vereeniging ondersoek word.

Gedateer te Johannesburg op hierdie 27ste dag van Mei 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 103/93B.)

Saak 23414/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Boyisana Phillip Mdau,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 7 Desember 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordwes, op 30 Junie 1994 om 10:00, te Olivettigebou 603A, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere alle reg, titel en belang in die Huurpag ten opsigte van Erf 7778, geleë in die dorp Atteridgeville-uitbreiding 3, Registrasieafdeling JR, Transvaal, met straatadres, bekend as Nomoaziko Mtshalistraat 43, Atteridgeville-uitbreiding 3, groot 334 (driehonderd vier-en-dertig) vierkante meter.

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

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige 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, Pretoria-Noordwes, Olivettigebou 202, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0003).]

Case 4515/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mamo Kgalo Anna Ntlatleng NO.,** Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on 8 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: All the right, title and interest to the leasehold in respect of Erf 407, situated in the Township of Mamelodi Sun Valley, Registration Division JR, Transvaal, measuring 350 square metres, held under Certificate of Registered Grant of Leasehold, TL60080/91, known as 407 Mamelodi Sun Valley, Mamelodi West.

Improvements: Two bedrooms, bathroom, kitchen, lounge and wire fencing.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1175.)

Saak 24174/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 8 Februarie 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 29 Junie 1994 om 10:00, te kantoor van die Balju, Strubenstraat 142, Pretoria:

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

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

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

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

Geteken te Pretoria hierdie 2de dag van Junie 1994.

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

Aan: Die Griffier van die Hooggeregshof, Pretoria.

En aan: Die Registrateur van Aktes, Pretoria.

En aan: Raad op Plaaslike Bestuursaangeleenthede, Pretoria.

Saak 1209/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Linda da Silva,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 4 Maart 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 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 Pretvillewoonstelle 112, Paul Krugerstraat 846, Mayville, en word omskryf as Deel 24, soos aangetoon en vollediger beskryf op Deelplan SS124/83, in die gebou of geboue bekend as Pretville.

Waarvan die vloeroppervlakte, volgens die voormelde deelplan, groot 86 (ses-en-tagtig) vierkante meter.

'n Onderverdeelde aandeel in die gemeenskap in die gemeenskaplike eiendom in die grond en geboue soos getoon en vollediger beskryf op genoemde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST124/83 (24) (Unit).

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet, balkon, toesluitmotorhuis, konkrytplafon, teël- en matvloere, warmwatersisteem, geleë naby busroete.

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

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

Geteken te Pretoria hierdie 1ste dag van Junie 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780) (Verw. mev. De Villiers/T998.)

Case 2624/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mandla Stanley Nyembe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Mkobola on Friday, 1 July 1994 at 10:00, at the Magistrate's Office, Bronkhorstspruit, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Ownership Unit 45, situated in the Ekangala Township, District of Mkobola, known as 45 Ekangala C, held by virtue of Deed of Grant 23/88.

The following information if furnished, though in this regard nothing is guaranteed:

An average well finished dwelling in good condition situated in a neat established section of Ekangala, consisting of lounge, family room, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings consist of single garage. Property is fenced.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Mkobola within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Mkobola, 4 Klip Street, Groblersdal.

Dated at Pretoria this 2nd day of June 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57081.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 30 June 1994 at 10:00. **Nedcor Bank Limited,** Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case Number: 14072/93.

Judgment Debtors: **Norman Zwelibanzi Mbuyisa** and **Esther Mbuyisa.** *Property:* Right of leasehold over Portion 1 of Erf 30, Ecaleni Township, Registration Division IR, Transvaal, situated at Portion 1 of 30 Ecaleni Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, three bedrooms, dining-room, kitchen and toilet.

Outbuildings consisting of two outside rooms.

File Ref. LN3609.

Case Number: 5556/93.

Judgment Debtors: **Muxolisi Alfred Mazwi** and **Nozinja Ellen Mazwi.**

Property: Right of leasehold over Erf 839, Isithame Township, Registration Division IR, Transvaal, situated at 839 Isithame Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, three bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3378.

Case Number: 10338/91.

Judgment Debtors: **Kgabo Wilson Lefika** and **Simono Johanna Lefika.**

Property: Right of leasehold over Erf 217, Tembisa Extension 1 Township, Registration Division IR, Transvaal, situated at 217 Tembisa Extension 1 Section.

Improvements: Dwelling-house consisting of two toilets, two bedrooms, bathroom, kitchen and dining-room.

File Ref. L391/91.

Case Number: 9008/91.

Judgment Debtor: **Clement Thabo Peete.**

Property: Right of leasehold over Erf 51, Lekaneng Township, Registration Division IR, Transvaal, situated at 51 Lekaneng Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet and two bedrooms.

Outbuildings consisting of two outside rooms.

File Ref. L350/91.

Case Number: 1/94.

Judgment Debtor: **Cyril Walter Papole.**

Property: Right of leasehold over Erf 252, Leboeng Township, Registration Division IR, Transvaal, situated at 252 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, three bedrooms, bathroom, kitchen and dining-room.

File Ref. LN3778.

Case Number: 1473/89.

Judgment Debtors: **Nicholas Makhosavumile Mtetwa** and **Nomasame Valerie Mtetwa.**

Property: Right of leasehold over Erf 266, Ecaleni Township, Registration Division IR, Transvaal, situated at 266 Ecaleni Section, Tembisa.

Improvements: Four shops (incomplete).

File Ref. L25/89.

Case Number: 14889/92.

Judgment Debtor: **Engelina Nditshene Mokwebo.**

Property: Right of leasehold over Erf 617, Tsenolong Township, Registration Division IR, Transvaal, situated at 617 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, two bedrooms, bathroom, kitchen and toilet.

File Ref. L508/92.

Case Number: 6011/89.

Judgment Debtors: **Jan Bassie Mokwana** and **Pinky Mavis Mokwana.**

Property: Right of leasehold over Erf 453, Tsepo Township, Registration Division IR, Transvaal, situated at 453 Tsepo Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, 15 bedrooms, office, six toilets and shop.

Outbuildings consisting of driveway and car-port.

File Ref. L157/89.

Case Number: 10442/92.

Judgment Debtors: **Lesiba Johannes Sekhaolelo, Morongwa Gladys Sekhaolelo, Morongwa Gladys Sekhaolelo** and **Mashua Paul Sekhaolelo.**

Property: Right of leasehold over Erf 160, Motsu Township, Registration Division IR, Transvaal, situated at 160 Motsu Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, three bedrooms, dining-room, kitchen and toilet.

File Ref. L388/92.

Case Number: 6711/93.

Judgment Debtor: **John Mark Edwin Boyle.**

Property: Erf 109, Kempton Park-Wes Township, Registration Division IR, Transvaal, situated at 28 Bultoprit Street, Kempton Park-Wes.

Improvements: Dwelling-house consisting of lounge, three bedrooms, bathroom, kitchen and toilet.

Outbuildings consisting of driveway and car-port.

File Ref. LN3411.

Case Number: 13487/93.

Judgment Debtors: **Frank James Cross** and **Sumbuygavathee Reddy**.

Property: Erf 240, Aston Manor Township, Registration Division IR, Transvaal, situated at 39 Eland Street, Aston Manor.

Improvements: Dwelling-house consisting of lounge, two toilets, family/TV-room, two bathrooms, four bedrooms, kitchen and dining-room.

Outbuildings consisting of driveway, car-port and pool.

File Ref. LN3594.

L. J. van den Heever, for Schumann van den Heever & Slabbert, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 30 June 1994 at 10:00. **Nedcor Bank Limited,** Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case 7144/89.

Judgment Debtors: **Abram Mbonambi Mbatha** and **Baqondile Elizabeth Mbatha.**

Property: Right of leasehold over Erf 263, Leboeng Township, Registration Division IR, Transvaal, situated at 263 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 bathroom, 1 kitchen, 1 dining-room.

File reference: L252/89.

Case 3729/92.

Judgment Debtors: **Samuel Tsietsi Motiane** and **Nomaswazi Ivy Motiane.**

Property: Right of leasehold over Erf 290, Khatamping Township, Registration Division IR, Transvaal, situated at 290 Khatamping Section, Tembisa.

Improvements: Dwelling-house consisting of 1 dining-room, 2 toilets, 1 kitchen, 4 bedrooms. Outbuildings consisting of 2 outside rooms, 1 garage.

File reference: L131/92.

Case 5646/92.

Judgment Debtors: **Mafolela Peter Mhaule** and **Paulina Andrieta Mhaule.**

Property: Right of leasehold over Erf 315, Temong Township, Registration Division IR, Transvaal, situated at 315 Temong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 kitchen, 1 dining-room. Outbuildings consisting of 1 garage and 2 outside rooms.

File reference: L212/92.

Case 2/94.

Judgment Debtors: **Tuku Jacob Twala** and **Nomasilela Aana Twala.**

Property: Right of leasehold over Erf 425, Emoyeni Township, Registration Division IR, Transvaal, situated at 425 Emoyeni Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 kitchen, 1 dining-room. Outbuildings consisting of 3 outside rooms.

File reference: LN3779.

Case 3760/89.

Judgment Debtors: **Mphondi Ephraim Tshabalala** and **Samaria Johanna Tshabalala.**

Property: Right of leasehold over Erf 314, Emoyeni Township, Registration Division IR, Transvaal, situated at 314 Emoyeni Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 1 kitchen, 1 bedroom, 1 dining-room. Outbuildings consisting of 2 outside rooms.

File reference: L146/89.

Case 122/89.

Judgment Debtor: **Tlou Abner Mantji.**

Property: Right of leasehold over Erf 239, Motsu Township, Registration Division IR, Transvaal, situated at 239 Motsu Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 bathroom, 1 kitchen, 1 dining-room.

File reference: L11/89.

Case 5909/91.

Judgment Debtors: **Rapelesa Herold Mokgosi** and **Kelethabetse Anna Mokgosi.**

Property: Right of leasehold over Erf 201, Mashimong Township, Registration Division IR, Transvaal, situated at 201 Mashimong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 lounge, 3 bedrooms, 1 dining-room, 1 toilet, 1 kitchen. Outbuildings consisting of 1 garage.

File reference: L277/91.

Case 4023/91.

Judgment Debtors: **Mfengane Joseph More** and **Kgomotso Monica More.**

Property: Right of leasehold over Erf 178, Umnonjaneni Township, Registration Division IR, Transvaal, situated at 178 Umnonjaneni Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 1 kitchen, 2 bedrooms, 1 dining-room.

File reference: L217/91.

Case 14562/92.

Judgment Debtor: **Dimakatso Adelina Chanza.**

Property: Right of leasehold over Erf 719, Makulong Township, Registration Division IR, Transvaal, situated at 719 Makulong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 1 kitchen, 2 bedrooms, 1 dining-room. Outbuidings consisting of 2 outside rooms, 1 garage.

File reference: L496/92.

Case 8712/93.

Judgment Debtors: **Phaya Andries Kone** and **Manoko Sinah Kone.**

Property: Right of leasehold over Erf 433, Temong Township, Registration Division IR, Transvaal, situated at 433 Temong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 1 bedroom, 1 kitchen, 1 dining-room. Outbuildings consisting of 1 garage, 2 outside rooms.

File reference: LN3456.

Case 74/94.

Judgment Debtors: **Shinki Justinus Pitse** and **Mmankudi Martha Pitse.**

Property: Right of leasehold over Erf 239, Umfuyaneni Township, Registration Division IR, Transvaal, situated at 239 Umfuyaneni Section, Tembisa.

Improvements: Dwelling-house consisting of 1 lounge, 1 toilet, 1 bathroom, 3 bedrooms, 1 dining-room, 1 kitchen.

File reference: LN3785/4.

Case 75/94.

Judgment Debtors: **Shinki Justinus Pitse** and **Mmankudi Marhta Pitse.**

Property: Right of leasehold over Erf 181, Welomlambo Township, Registration Division IR, Transvaal, situated at 181 Welomlambo Section, Tembisa.

Improvements: Dwelling-house consisting of 1 lounge, 2 toilets, 1 kitchen, 1 bathroom, 3 bedrooms, 1 dining-room. Outbuildings consisting of 1 garage.

File reference: LN3786/4.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 7520/94
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 **Hoosen, Bruce Vincent,** 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 7 July 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 4959, situated in the Township of Ennerdale Extension 14, Registration Division IQ, Transvaal, being 18 Minette Avenue, Ennerdale Extension 14, measuring 480 (four 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, three bedrooms, separate toilet and shower, 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 28th day of May 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.216.)

Case 1542/93
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 **Naidoo, Nadraj,** First Execution Debtor, and **Naidoo Cinderma Violet,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 8 July 1994 at 11:00, of the undermentioned property of the Defendant 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 130, situated in the Township of Bakerton Extension 4, Registration Division IR, Transvaal, being 6 Osprey Road, Bakerton Extension 4, Springs, measuring 690 (six thundred and ninety) 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 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 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 30th 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/N14.)

Case 3376/94
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 **Muller, Agmat,** 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 7 July 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 3149, situated in the Township of Ennerdale Extension 3, Registration Division IQ, Transvaal, being 209 Poiseidon Street, Ennerdale Extension 3, Vereeniging, measuring 462 (four hundred and sixty-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, 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 this 27th 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/M780.)

Case 3002/94

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

In the matter between **P G Timbers (Pty) Ltd,** trading as P G Wood, Silverton, Plaintiff, and **Hendrik Jacobus Petrus Kruger,** Defendant

A sale will be held on Tuesday, 21 June 1994 at 10:00, at the N G Sinodale Centre, 234 Visagie Street, Pretoria, of:

Portion 1, Erf 213, Jan Niemand Park, Pretoria, Registration Division JR, Transvaal, measuring 744 square metres, situated at 47 Suikerbekkie Street, Jan Niemand Park, Pretoria.

Particulars are not guaranteed: Lounge, bathroom, toilet, two bedrooms, carport, kitchen, house under zinc roof.

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

Dated at Pretoria on this the 24th day of May 1994.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G4648.)

Case 4209/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Vanadiumstraat Eiendomme (Pty) Limited,** First Defendant, and **Nicolaas Francois Alberts (in his capacity as surety), Second Defendant**

A sale in execution will be held on Friday, 1 June 1994 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Erf 2219, Rustenburg Extension 9, Registration Division JQ, Transvaal, in extent 1,5889 hectares, known as 22 Vanadium Street, Rustenburg.

Particulars are not guaranteed: Workshop, store-room, change room, K & T, five offices, toilet and fac.

Inspect conditions at Sheriff Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397597/JAA/J. S. Herbst.)

Case 6594/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited (United Division),** Plaintiff, and **Lucas Laelang Theledi,** First Defendant, and **Janet Theledi,** Second Defendant

A sale in execution will be held on Friday, 1 July 1994 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of Erf 21191, in the Township Mamelodi, Registration Division JR, Transvaal, in extent 290 square metres, known as ROW. Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villies Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401362/JAA/J. S. Herbst.)

Case 67815/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Vishan Mooloo,** First Defendant, and **Fazeela Mooloo,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 29 June 1994 at 10:00, of:

Erf 323, situated in the Township of Erasmia, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 334 Frederik Burger Street, Erasmia. Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, single garage, carport, swimming-pool, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404858 (344578)/JAA/J. S. Herbst.)

Case 2003/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Eleanor Rheeder,** 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, 1 July 1994 at 11:00:

(a) Unit 3 as shown and on Sectional Plan SS176/82 in the building Erioloba, situated at Erf 15 in the Township Wonderboom, Registration Division JR, Transvaal, Local Authority, City Council of Pretoria, is measuring 104 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sertificate of Registered Title ST 176/82 (3) (Unit) dated 16 September 1982.

Known as Flat 3 and Garage 3, Erioloba, 68 Kameeldoring Street, Wonderboom.

Particulars are not guaranteed.

Flat: Lounge, dining-room, kitchen, two bedrooms, bathroom and garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-401391/JAA/M. Oliphant.)

Case 140/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Makundumbani Simon Sibiya,** First Defendant, and **Windy Caroline Sibiya,** Second Defendant

A sale will be held at the Sheriff, Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 1 July 1994 at 11:00:

Site 1041, Soshanguve Block AA, situated within the area of the jurisdiction of the Regional Representative of the Department of Development Aid, Soshanguve, held by Certificate of Right of Leasehold 1041 dated 5 June 1987, Registration Division JR, Transvaal, measuring 450 square metres, known as Erf 1041, Block AA, Soshanguve.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet. Two store-rooms, garage and toilet.

Inspect conditions at Sheriff, Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-363023/JAA/M. Oliphant.)

Case 35437/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Hendrik Barnard Vrey,** First Defendant, and **Anna Hester Johanna Vrey,** Second Defendant

A sale in execution will be held on 29 June 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1761, situated in the Township of Wierdapark Extension 6, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 233 Albatros Road, Wierdapark Extension 6.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, fitted carpets, novilon, tiled roof, lounge, dining, study, kitchen, three bedrooms, two bathrooms, two w.c.'s, scullery, family room, single garage, outside w.c., concrete walls, court-yard and brick pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South, at Plot 83, Lyttelton Agricultural Holdings.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9786.)

Saak 153/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **Ditsehpo Simon Letsoalo,** Eerste Verweerder, en **May Gertrude Letsoalo,** 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 1 Julie 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:

1089 GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Grondbrief TL1755/89, grootte 300 (driehonderd) 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 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, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0285.)

Saak 632/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **Mmampotoso Daniel Phoshoko,** Eerste Verweerder, en **Refilwe Sinah Phoshoko,** 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 1 Julie 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:

2276 GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Grondbrief TL3065/90, grootte 375 (driehonderd vyf-en-sewentig) 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 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 25ste dag van Mei 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0374.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 30 June 1994 at 10:00. **Nedcor Bank Limited,** Execution Creditor:

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case Number: 4020/91.

Judgment Debtors: **Jim Jacob Nkanyane** and **Makhaukani Elsie Nkanyane.**

Property: Right of leasehold over Erf 608, Isithame Township, Registration Division IR, Transvaal, situated at 608 Isithame Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen, bathroom, three bedrooms and dining-room.

Outbuildings consisting of garage.

File Ref.: L221/91.

Case Number: 177/91.

Judgment Debtors: **Tamsanqa Templeton Ntungo** and **Tholakele Matilda Ntungo.**

Property: Right of leasehold over Erf 166, Inxiweni Township, Registration Division IR, Transvaal, situated at 166 Inxiweni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room.

Outbuildings consisting of two outside rooms.

File Ref.: L2/91.

Case Number: 2060/93.

Judgment Debtors: **James Nyathi** and **Paulina Nyathi.**

Property: Right of leasehold over Erf 736, Seotloana Township, Registration Division IR, Transvaal, situated at 736 Seotloana Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms.

Outbuildings consisting of garage and two outside rooms.

File Ref.: LN3279.

Case Number: 11211/93.

Judgment Debtors: **Mbuti Solomon Nkambule** and **Sibolile Anna Nkambule.**

Property: Right of leasehold over Erf 109 Mqantsa Township, Registration Division IR, Transvaal, situated at 109 Mqantsa Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms.

Outbuildings consisting of garage and two outside rooms.

File Ref.: LN3522.

Case Number: 10926/90.

Judgment Debtors: **Dumezulu Victor Ngulele** and **Solani Cathrine Ngulele.**

Property: Right of leasehold over Erf 128, Xubene Township, Registration Division IR, Transvaal, situated at 128 Xubene Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, two toilets, four bedrooms and kitchen.

File Ref.: L322/90.

Case Number: 16315/93.

Judgment Debtors: **Ndondo Bethwell Njokwane** and **Kgabya Damaris Njokwane.**

Property: Right of leasehold over Erf 880, Mashimong Township, Registration Division IR, Transvaal, situated at 880 Mashimong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, dining-room and kitchen.

Outbuildings consisting of garage.

File Ref.: LN3537.

Case Number: 13634/93.

Judgment Debtors: **Hulana Mathews Ndadimeng** and **Esther Ndadimeng**.

Property: Right of leasehold over Erf 119, Motsu Township, Registration Division IR, Transvaal, situated at 119 Motsu Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref.: LN3600.

Case Number: 13867/91.

Judgment Debtor: **Potshana Theresia Mvubu.**

Property: Right of leasehold over Erf 358, Umnonjaneni Township, Registration Division IR, Transvaal, situated at 358 Umnonjaneni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms.

Outbuildings consisting of garage and three outside rooms.

File Ref.: L453/91.

L. J. van den Heever, for Schumann van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 20932/93

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

In the matter between **ABSA Bank Limited,** trading as Trust Bank, Plaintiff, and **Frederik Johannes Rossouw,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Durban, held at Durban and dated 17 May 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Kempton Park, on Thursday, 30 June 1994 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder, without reserve:

1. *Property description:* Erf 821, Kempton Park Extension 2 Township, Registration Division IR, Transvaal, measuring 1 090 (one thousand and ninety) square metres.

2. *Physical and postal address:* 3 Agliotti Street, Kempton Park, Transvaal.

3. *Improvements:* A tin roof dwelling, consisting of lounge, dining-room, three bedrooms, bathroom, kitchen, two garages and driveway. The property is completely surrounded.

Nothing is guaranteed in respect of the above.

The sale shall be subject to the following terms and conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer, to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay the Sheriff's commission, calculated at 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) on the balance of the purchase price, up to a maximum of R6 000.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Park Street, Kempton Park, Transvaal.

Dated at Durban on this the 30th day of May 1994.

Johnston Easton-Berry, Execution Creditor's Attorney, 801 Norwich Life House, 9 Gardiner Street, Durban. (Tel. 307-6090.) (Ref. AJ/RC/02T064107.)

Saak 3004/93

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

In die saak tussen **ABSA Bank Beperk,** Eiser, en **N. M. Pretorius,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, van Kempton Park, en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 30 Junie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 489, dorpsgebied Birchleigh-Noord-uitbreiding 3, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 072 (eenduisend twee-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in die verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, kombuis, twee badkamers, drie slaapkamers en eetkamer. Buitegeboue bestaan uit oprit, motorhuis en eiendom omhein met vier mure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Junie 1994.

F. Barnard, vir Barnard's Ing., Tweede Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Tel. 975-2667.) (Verw. H. Mayer/SE/B111.)

Saak 3781/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Johannes Gerhardus Potgieter,** Eerste Eksekusieskuldenaar, en **Carol Angela Potgieter,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar, op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf nommer Gedeelte 23, soos meer breedvoerig beskryf word op Deeltitel Plan SS441/92 in die skema bekend as Willowrock Village, geleë te Erf 1816, Birchleigh-uitbreiding 19-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte ST35610/93, grootte 58 (agt-en-vyftig) vierkante meter, ook bekend as Woonstel 23, Willowrock Village, Tinus de Jonghstraat, Birchleigh-uitbreiding 19, Kempton Park.

Beskrywing: Wooneenheid bestaande uit sitkamer, kombuis, twee slaapkamers, twee badkamers, twee toilette en eetkamer, alles onder 'n teëldak, 'n motoroprit en 'n motorafdak, 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 23ste dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1135.)

Saak 2321/94

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

In die saak tussen **Allied Bank,** handeldrywende as ABSA Bank, Eksekusieskuldeiser, en **Henry Michael Ferreira,** Eerste Eksekusieskuldenaar, en **Cornelia Ferreira,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar, op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 589, Bonaero Park-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T18350/76, grootte 1 041 (eenduisend een-en-veertig) vierkante meter, ook bekend as Louis Bothalaan 45, Bonaero Park, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet en eetkamer, alles onder 'n sinkdak, motorhuis, motorafdak en 'n motoroprit, die eiendom is ten volle omhein, verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 9de dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1123.)

Saak 2594/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Ref. Nr. 87/01384/06), Eiser, en **M. B. Mathonsi,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof, op 3 Mei 1994, sal die ondervermelde eiendom op 29 Junie 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju, te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Gedeelte 135 van Erf 15049, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 261 (tweehonderd een-en-sestig) vierkante meter, ook bekend as Gedeelte 135 van Erf 15049, Kagiso-uitbreiding 6.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan: Die bepalings van die Landdroshofwet en die regulasies daarkragtens uitgevaardig; die voorwaardes van die Sertifikaat van Geregistreerde Titel TL28750/92, die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, badkamer, drie slaapkamers, gang, kombuis en motorhuis, gevestigde tuin en omheining.

3. *Terme:* 10% (tien per sent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 15,25% (vyftien komma twee vyf per sent) 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/N250.)

Case 7275/93
PH 155

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Limited,** Plaintiff, and **SBO Property Investment CC,** First Defendant, and **Du Plessis Gertruida Susanna,** Second Defendant, and **Van der Westhuizen, Gertruida Cornelia,** Third Defendant, and **Tricon CC,** Fourth Defendant, and **Nel, Petronella Johanna,** Fifth Defendant, and **Du Plessis, Sarel,** Sixth Defendant, and **Van der Westhuizen,** Albertus Arnoldus, Seventh Defendant, and **Nel, Ockert Jacobus,** Eighth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, will be held at the offices of De Klerk, Vermaak & Partners Inc., Attorneys for Plaintiff, Overvaal Building, 28 Kruger Avenue, Vereeniging, 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 conditions may be inspected at the offices of the Sheriff, Vereeniging, prior to the sale:

1. Erf 935, situated in the Township of Duncanville Extension 3, Registration Division IQ, Transvaal, corresponding with 22 Spencer Street, Duncanville Extension 3, Vereeniging, extent 2 012 (two thousand and twelve) square metres,.

2. Erf 957, situated in the Township of Duncanville Extension 3, Registration Division IQ, Transvaal, corresponding with 24 Spencer Street, Duncanville Extension 3, Vereeniging, extent 1 500 (one thousand five hundred) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Concrete building with zinc roof surrounded by concrete wall with a barbed wire fencing on top of the wall.

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, building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

J. F. Bezuidenhout, for Salomon-Friedman, Plaintiff's Attorneys, First Floor, SFB Chambers, 133 Marshall Street, Johannesburg. (Ref. Mr J. F. Bezuidenhout.)

Case 26588/92
PH 503

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Jumbo Cigarette Wholesalers CC,** Plaintiff, and **Mahori, Victor Wisani Wholesalers,** Defendant

On 30 June 1994 at 10:00, a public auction sale will be held at the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, at which the Sheriff of the Court will, pursuant to the judgment of the Court of this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, the immovable property being Erf 420, Xubeni, Tembisa East Rand Town, Registration Division IR, Transvaal (hereinafter called the property) and in extent 337 (three hundred and thirty-seven) square metres held by Deed of Transfer TL23864/1991.

Conditions of sale: The full conditions of sale which will be read out by the Sheriff of the Court immediately before the sale may be inspected at the office of the Sheriff of the Supreme Court, Kempton Park, 8 Park Street, Kempton Park.

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

Chunilal & Tanna, Plaintiff's Attorneys, First Floor, Central House, 70 Central Avenue, Mayfair, 2092; P.O. Box 42650, Fordsburg, 2033. (Tel. 839-4357.) (Ref. Mr C. Tanna/rbn.)

Case 18603/93

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

In the matter between **Town Council of Sandton,** Plaintiff, and **Mr Lawrence Heill van der Berg,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 24 December 1993, and subsequent warrant of execution, the following property will be sold in execution on 29 June 1994 at 10:00, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie, namely:

Erf 159, Norscot Extension 3, measuring 1,503 (one comma five nought three) square metres, held by Deed of Transfer T14780/91, also known as 4 Pipers Road, Norscot Extension 3, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Randburg, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, and contain *inter alia* the following provisions:

1. 10% (ten per centum) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

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

E. Papadopoulos, for Moss Marsh & Georgiev, c/o Document Exchange, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/7794.)

Saak 7179/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eiser, en **A. F. Deysel,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 7 Desember 1993, sal 'n verkoping gehou word op 29 Junie 1994 om 10:00, by die verkooplokaal van die Balju vir Krugersdorp, Klaburn Hof, 22B Ockersestraat, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju vir Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju vir Krugersdorp se kantoor, Krugersdorp, ter insae sal lê:

Erf 481, Wentworth Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 857 (agthonderd sewe-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T1988/1989.

Die eiendom wat te koop aangebied word bestaan uit sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, opwaskamer, enkelmotorhuis, bediendekamer, pleistermure onder sinkdak, omhein, die eiendom is gesoneer Residensieel 1 en is geleë te Hoofrifweg 286, Wentworthpark, Krugersdorp, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju vir Krugersdorp verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju vir Krugersdorp, 22B Ockersestraat, Krugersdorp.

Gedateer te Roodepoort op hede die 19de dag van Mei 1994.

A. M. Classen, vir Claassen Coetzee, p.a. Hugo & Cronje, Eiser se Prokureurs, Tweede Verdieping, Alliedgebou, hoek van Human- en Markstraat, Krugersdorp. (Verw. mnr. Claasen/ASH/ED465/96/93.)

Saak 672/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Joseph Molefe,** Vonnisskuldeiser, en **Ben Hlongolo,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 24 September 1993, in die Zeerust Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 Julie 1994 om 10:00, te Geregsbodekantore, Piet Retiefstraat, Zeerust, 2865, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Huis 60, Igagaleng, Zeerust, groot 330 (driehonderd en dertig) vierkante meter.

Straatadres: Kalambelastraat 60, Ikagaleng, Zeerust.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n erf met 'n huis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Posbus 283, Zeerust, 2865.

Gedateer te Zeerust op hede die 18de dag van Mei 1994.

M. M. Breytenbach, Kerkstraat 44, Zeerust Sentrum, Zeerust, 2865; Privaatsak 6304. [Tel. (01428) 2-2141/2.] [Verw. MMB/mdp/M986(1).]

Case 29380/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Modise, Kitchner,** 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 De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 30 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 593, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, situation Erf 593, Drieziek Extension 2, Grasmere, area 204 (two hundred and four) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge and under tiled roof.

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

Dated at Johannesburg on this the 23rd day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO165E/mgh/tf.)

Case 19102/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Murray's Trust CC,** First Defendant, **Murray James Henry,** Second Defendant, and **Murray Anna Chaterina Elizabeth Christina,** 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 by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, 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 the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Remaining extent of Erf 44, Alan Manor Township, Registration Division IQ, Transvaal, measuring 3 741 square metres, held by the Defendants under Deed of Transfer T15930/91, being 10 Colworth Avenue, Alan Manor, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c, bathroom/shower, separate w.c., kitchen, scullery, pantry, single garage, three servants room, shower/w.c., carport and swimming-pool.

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 29th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50529/Ms Isola/Ms Glyn/hs.)

Case 4652/93
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 **Rundle Michael John,** First Defendant, and **Bates Gail Pauline,** 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, 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 the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 355, Naturena Township, Registration Division IR, Transvaal, measuring 910 square metres, held by the Defendants under Deed of Transfer T4492/91, being 22 Carmen Street, Naturena.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c., separate w.c. and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65120/Ms Isola/cvdn.)

Case 33703/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ngwenya Fana Joel,** 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, 30 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 South, at 100 Sheffield Street, Turffontein:

Erf 1108, Mulbarton Extension 3 Township, Registration Division IR, Transvaal, measuring 1 060 square metres, held by the Defendant under Deed of Transfer T25115/1990, being 51 South Road, Mulbarton Extension 3, Glenvista.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms/w.c., double garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z60868/Ms. Isola/cvdn.)

Case 678/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Coetzer Francois Daniel,** 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, 30 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 South, at 100 Sheffield Street, Turffontein:

Erf 114, Meredale Township, Registration Division IQ, Transvaal, measuring 2 624 square metres, held by the Defendant under Deed of Transfer T22377/1978, being 66 Annie Street, Meredale, Johannesburg.

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, bathroom/w.c./shower, kitchen, patio, garage, two servant's rooms/w.c., laundry, outside bathroom/w.c. and borehole.

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 25th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91181/Ms. Isola/cvdn.)

Case 25227/93
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 **Van der Made Lorraine,** First Defendant, and **Van der Made Henry,** 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, 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 the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 3335, Glenvista Extension 6 Township, Registration Division IR, Transvaal, measuring 999 square metres, held by the Defendants under Deed of Transfer T10836/1982, being 67 Bellairs Drive, Glenvista Extension 6.

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

The dwelling consists of: Lounge, dining-room, study, three bedrooms, two bathrooms/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 25th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74170/Ms. Isola/cvdn.)

Case 32083/93
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 **Smith Louise,** First Defendant, and **Smith John Ernest,** 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, 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 the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 35, South Hills Township, Registration Division IR, Transvaal, measuring 476 square metres, held by the Defendants under Deed of Transfer T40973/1992, being 31 Ladybird Street, South Hills, Johannesburg.

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

The dwelling consists of: Entrance hall, lounge, two bedrooms, kktchen, pantry, bathroom/w.c., servant's room, garage and outside w.c.

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

The purchaser shall , on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79141/Ms. Isola/cvdn.)

Case 18159/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Marion Developments CC,** First Defendant, and **Nortje Mario,** 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 8 Park Street, Kempton Park, on Thursday, 30 June 1994 at 09:00, 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, Kempton Park, at 8 Park Street, Kempton Park:

Erf 1253, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, measuring 900 square metres, held by the Defendants under Deed of Transfer T45598/92, being 47 Geelvink Street, Birch Acres Extension 3.

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

The dwelling consists of: Lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, double garage, servant's room, w.c. and swimming-pool.

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 29th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg (Tel. 836-5251.) (Ref. Z71983/Ms. Isola/Ms. Glyn/hs.)

Case 32475/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Abdool Vivian Martin,** First Defendant, and **Abdool Ellie Melissa Barbara,** 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, 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 the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 2519, Newlands Township, Registration Division IQ, Transvaal, measuring 495 square metres, held by the Defendants under Deed of Transfer T7649/93, being 118 Market Street, Newlands.

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, scullery, kitchen, three bedrooms, bathroom/w.c., two servants' rooms, garage/w.c. and shower.

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 29th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79071/Ms. Isola/Ms. Glyn/hs.)

Case 34534/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kolia Shamim Ismail,** First Defendant, and **Kolia Mohammed Hoosen,** 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, 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 the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

Remaining Extent of Erf 1300, Houghton Estate Township, Registration Division IR, Transvaal, measuring 1 982 square metres, held by the Defendants under Deed of Transfer T21649/93, being 20 Third Avenue, Houghton Estate, Houghton.

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

The dwelling consists of: Vacant stand.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 29th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78652/Ms. Isola/Ms. Glyn/hs.)

Case 16184/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tshabalala Muzikayise Robert,** First Defendant, and **Tshabalala Maria Esther,** 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, 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 the Sheriff for the Supreme Court, Soweto East, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 382 Klipspruit Extension 2 Township, Registration Division IR, Transvaal, measuring 150 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL34993/1988, being 382 Klipspruit Extension 2, P.O. Pimville.

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

The dwelling consists of: Lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71493/Ms. Isola/Ms. Glyn/hs.)

Case 21158/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Roques Pierre Francois,** 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, 29 June 1994 at 14:30, 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, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Remaining Extent of Holding 30, President Park Agricultural Holdings, Registration Division IR, Transvaal, measuring 8 565 m^2, held by the Defendant under Deed of Transfer T44994/85, being 30 Reitz Road, President Park Agricultural Holdings, Midrand.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/shower/w.c. and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 6th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71569/Ms. Erasmus/kw)

Case 17248/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Babie Stunkie Phillip,** First Defendant, and **Babie Sophie Maphiri,** 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 706, Spruitview Extension 1, Registration Division IR, Transvaal, measuring 583 m^2, held by the Defendants under Deed of Transfer T4876/90, being Stand 706, Spruitview Extension 1, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The erf is a vacant stand.

Terms: 10% (ten per 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 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 6th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71742/Ms. Erasmus/kw)

Case 31017/93
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 **Weiser Eileen Unity,** First Defendant, and **Weiser David Yehuda,** 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, 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, Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 976, Douglasdale Extension 66, Registration Division IQ, Transvaal, measuring 1 584 m^2, held by the Defendants under Deed of Transfer T22951/92, being 50 Piper Road, Douglasdale Extension 66.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, two bedrooms, bathroom/w.c., w.c./shower/bathroom, kitchen, scullery and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78341/Ms. Isola/Ms. Glyn/cvdn)

Case 2336/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Carter Michael Angelo,** First Defendant, and **Carter Charmaine Lilian,** 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 June 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1305, Meyersdal, Extension 12 Township, Registration Division IR, Transvaal, measuring 938 m^2, held by the Defendants under Deed of Transfer T41183/92, being 22 Lou Du Toit Street, Meyersdal Extension 12.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, family room, dining-room, three bedrooms, two bathrooms/w.c., separate w.c., kitchen, garage, servant's room and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91555/Ms. Isola/Ms. Glyn/cvdn)

Case 28868/93
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 **Crowe, Peter William,** 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, 30 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 South at 100 Sheffield Street, Turffontein:

Erf 589, Bassonia Extension 1 Township, Registration Division IR, Transvaal, measuring 933 m^2, held by the Defendant under Deed of Transfer T36349/1988, being 39 Rooigras Street, Bassonia Extension 1.

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, 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 5th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77795/Ms. Isola/Ms. Glyn/cvdn.)

Case 369/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Thomas, Joy Lovell** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 28 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, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 26 of Erf 572, Malanshof Extension 17 Township, Registration Division IQ, Transvaal, measuring 601 m^2, held by the Defendant under Deed of Transfer T50689/91, being 5 Stoney Mill Place, Gertrude Street, Malanshof Extension 17.

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

The dwelling consists of lounge, dining-room, kitchen, two bedrooms, bathroom/w.c., separate w.c./shower and stoep.

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 4th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90801/Ms. Isola/Ms. Glyn/plr.)

Case 266/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Whitaker, Graham Lovel,** Defendant
Plaintiff, and **Crowe, Peter William,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 28 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, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 21, Kelly Ridge Township, Registration Division IR, Transvaal, measuring 949 m^2 held by the Defendant under Deed of Transfer T43605/91, being 21 Xanadu Street, Kelly Ridge, Boskruin, 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, family room, three bedrooms, two bathrooms/w.c./shower, w.c. and shower, w.c., kitchen, scullery/pantry, two garages, servant's room, w.c./shower and study.

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 4th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62419/Ms. Isola/Ms. Glyn/plr.)

Case 16208/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Mornau, Rudiger 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 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 28 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, Randburg, 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Holding 15 North Champagne Agricultural Holding Township, Registration Division JQ, Transvaal, measuring 2,3081 m^2, held by the Defendant under Deed of Transfer T10914/89, being Plot 15 North Champagne Cartwell.

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

The dwelling consists of entrance hall, lounge, dining-room, study, family room, kitchen, three bedrooms, bathroom/w.c., bathroom/shower, separate w.c., four garages, workshop, two servants' rooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71707/Ms. Isola/Ms. Glyn/plr.)

Case 7766/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lebelo Thabiso William,** 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, 1 July 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 660, Unit 10, Extension 3 Sebokeng Township, Registration Division IQ, Transvaal, measuring 358 m^2, held by the Defendant under Certificate of Registration Grant of Leasehold TL37500/90, being Stand 660, Zone 10 Extension 3, Sebokeng, Vanderbijlpark.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66181/FCLS/Mr Brewer/lp.)

Case 25636/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moloja Mohlophehi Ezaea,** 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, 1 July 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 632, Zone 10, Sebokeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 412 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL70438/90, being 632 Zone 10, Extension 3, Sebokeng.

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 patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76410/FCLS/Mr Brewer/lp.)

Case 1211/93
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 **Klue Albertus Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 1 July 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 155, Vanderbijlpark Central West 6 Township, Registration Division IQ, Transvaal, measuring 775 m^2, held by the Defendant under Deed of Transfer T66916/1992, being 51 Goodyear Street, CW6, Vanderbijlpark.

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

The dwelling consists of: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., servant's room, garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63058/FCLS/Mr Brewer/djl.)

Case 10248/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Velaphi Piet Phono,** First Defendant, and **Thenjiwe Merriam Phono,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 29 June 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 57, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL21348/89, being 57 Jouberton Extension 6.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per 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.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68978/FCLS/Mr Brewer/lp.)

Case 12323/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Johannes Sakaria Rakoto,** First Defendant, and **Lahliwe Theresia Rakoto,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 29 June 1994 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 105, Jouberton Township, Registration Division IP, Transvaal, measuring 425 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL7254/89, being 105 Jouberton.

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 this 19th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 771863/FCLS/Mr Brewer/lp.)

Saak 4134/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Athalie Jean Paterson,** Eerste Eksekusieskuldenaar, en **Martha Maria Jacoba Grobler,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 1591, Birchleigh-uitbreiding 7-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T23138/90, grootte 1 335 (eenduisend driehonderd vyf-en-dertig) vierkante meter, ook bekend as Euweweg 6, Birchleigh-uitbreiding 7, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, familie/TV-kamer, alles onder 'n teëldak; 'n motoroprit, twee motorhuise en 'n swembad. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hierbogenoemde 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 23ste 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/UT124.)

Saak 2785/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Anton Harmse,** Eerste Eksekusieskuldenaar, en **Sophie Auguste Harmse,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 78, Chloorkop-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T19485/92, grootte 736 (sewehonderd ses-en-dertig) vierkante meter, ook bekend as Kidwellstraat 4, Chloorkop, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n sinkdak; 'n motoroprit en twee motorhuise. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hierbogenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste 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/UT146.)

Saak 3787/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **John Gary Fairall,** Eerste Eksekusieskuldenaar, en **Ninette Adelaid Fairall,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere: Erf 2842, Birch Acres-uitbreiding 17-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T94236/92, grootte 836 (agthonderd ses-en-dertig) vierkante meter, ook bekend as Egretstraat 26, Birch Acres-uitbreiding 17, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n teëldak; 'n motoroprit en twee motorhuise. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hierbogenoemde 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 23ste dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Ver. mev. Van Heerden/UT154.)

Saak 3783/94

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Theodore Mitchell,** Eerste Eksekusieskuldenaar, en **Anna Catherina Mitchell,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 313, Birch Acres-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte nommer: Gehou onder Titelakte T101190/92, groot 1 437 (eenduisend vierhonderd sewe-en-dertig) vierkante meter, ook bekend as Pikkewynlaan 37, Birch Acres, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en eetkamer alles onder 'n teëldak, motoroprit, motorhuis en swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van Mei 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT153.)

Saak 8073/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **William Hendrey Knox,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erf: Hoewe 231, Bredell-landbouhoewes, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte No.: Gehou onder Titelakte T58109/91, groot 1,5296 (een komma vyf twee nege ses) hektaar, ook bekend as Plot 231, Tweede Laan, Bredell-landbouhoewes, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, eetkamer, twee toilette, familie/TV kamer, studeerkamer, alles onder 'n teëldak, vier motorhuise, tennisbaan 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, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1032.)

Saak 3791/94

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

In die saak tussen **Allied Bank,** handeldrywende as ABSA Bank Bpk., Eksekusieskuldeiser, en **John Hugh Malcolm Hawson,** Eerste Eksekusieskuldenaar, en **Susanna Magdalena Hawson,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erf: Gedeelte 42, soos meer breedvoerig beskryf word in Deeltitel Plan SS448/91, in die skema bekend as Gladiatorhof, geleë te Resterende Gedeelte Van Erf 2753, beter bekend as Woonstel D8, Gladiatorhof, sowel as 'n eksklusiewe parkeerarea P35, in die skema bekend as Gladiatorhof, Registrasieafdeling IR, Transvaal.

Transportakte No.: Gehou onder Titelakte ST54436/93, groot 82 (twee-en-tagtig) vierkante meter, ten opsigte van Gedeelte 42 en 10 (tien) vierkante meter ten opsigte van parkeerarea P35, ook bekend as Woonstel D8, Gladiatorhof, hoek van Park- en Gladiatorstraat, Kempton Park.

Beskrywing: Wooneenheid bestaande uit sitkamer, kombuis, twee en 'n half slaapkamers, badkamer, eetkamer, toilet en motorafdak.

Daar is 'n swembad in die kompleks.

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, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/AB1127.)

Saak 16200/92

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Herculas Olivier,** Eerste Eksekusieskuldenaar, en **Stephanie Olivier,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erf: Gedeelte 19, soos meer breedvoerig beskryf word in Deel Titel Plan SS493/90 in die skema beter bekend as Omegahof, geleë te Erf 2846, Kempton Park-dorpsgebied, sowel as 'n eksklusiewe gebruiksarea beter beskryf as Parkeerarea P1 in die skema beter bekend as Omegahof, plaaslike afdeling, Kempton Park.

Transportakte No.: Gehou onder Titelakte ST26678/92, groot 90 (negentig) vierkante meter ten opsigte van Gedeelte 19 in die skema bekend as Omegahof sowel as 25 (vyf-en-twintig) vierkante meter ten opsigte van parkeerarea P1 in die skema bekend as Omegahof, ook bekend as Woonstel 103, Omegahof, Longstraat, Kempton Park.

Beskrywing: Wooneenheid bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet en motorafdak.

Die eiendom is 'n hoekwoonstel geleë op die eerste verdieping.

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, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT22.)

Saak 10263/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Tertius Christiaan Germishuizen,** Eerste Eksekusieskuldenaar, en **Thelma Morrison Germishuizen,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1385, Norkem Park-uitbreiding 2-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T90345/92.

Grootte: 991 (negehonderd een-en-negentig) vierkante meter.

Ook bekend as Bafadistraat 30, Norkem Park-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, eetkamer, twee toilette, familie/TV kamer, alles onder 'n teëldak, motorhuis, 'n motoroprit en 'n motorafdak.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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, 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/UT69.)

Saak 2331/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Peter James Patrick Murphy,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 293, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T101102/92.

Grootte: 1 016 (eenduisend en sestien) vierkante meter.

Ook bekend as Emberenstraat 35, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en eetkamer, alles onder 'n teëldak, twee motorhuise, 'n motoroprit, 'n motorafdak en 'n swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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, 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/UT140.)

Saak 11154/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Sean Mostert,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1769, Van Riebeeckpark-uitbreiding 16-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T85597/91.

Grootte: 1 224 (eenduisend tweehonderd vier-en-twintig) vierkante meter.

Ook bekend as Lindastraat 2, Van Riebeeckpark-uitbreiding 16, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet en eetkamer, alles onder 'n teëldak.

Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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, 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1049.)

Saak 12931/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Joao Anastacio Fernandes,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Afdeling 6, soos meer breedvoerig beskryf word op Deeltitel Plan SS69/85 in die skema bekend as Eastonhof, geleë op Erf 192, Norkepark-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte ST68792/92.

Grootte: 111 (eenhonderd en elf) vierkante meter.

Ook bekend as Woonstel 6, Eastonhof, Eastonlaan, Norkem Park, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet en eetkamer, alles onder 'n teëldak, 'n motorhuis en 'n motoroprit.

Die eiendom is omhein met steenmure.

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 (dertig) 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, 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1062.)

Saak 2463/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Johannes Jacobus du Preez,** Eerste Eksekusieskuldenaar, en **Linda Jane du Preez,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kemptonpark, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kemptonpark, 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 2492, Birch Acres-uitbreiding 12-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T26673/85, grootte 987 (negehonderd sewe-en-tagtig) vierkante meter, ook bekend as Kransduifstraat 55, Brich Acres-uitbreiding 12, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, drie badkamers, twee toilette en eetkamer. Alles onder 'n teëldak, drie motorhuise en motoroprit. Die eiendom is omhein met betonmure en 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 Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne dertig dae na die 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, Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT42.)

Saak 3782/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Kobilan Pillay,** Eerste Eksekusieskuldenaar, en **Cheryl Ethel Pillay,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kemptonpark, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kemptonpark, 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 41, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T1301/93, grootte 1000 (eenduisend) vierkante meter, ook bekend as Lydiastraat 67, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamers en toilet. Alles onder 'n teëldak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne dertig dae na die 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, Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT151.)

Saak 3866/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Bpk.,** Eksekusieskuldeiser, en **P. Mahlangu,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 29 Junie 1994 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 453, Roodebult-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T53677/92, grootte 778 (sewehonderd agt-en-sewentig) vierkante meter, ook bekend as Thornpearsingel 24, Leondale, Germiston.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, 'n ingangsportaal, eetkamer, familie/studeerkamer, gekombineerde badkamer en toilet, stort en toilet, waskamer, twee motorhuise en bediendekamer met 'n aparte toilet. Alles onder 'n teëldak, 'n patio en plaveisel.

Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne dertig dae na die 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, Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AG15.)

Saak 2784/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Maatje Maria Pretorius,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Gedeelte 14 soos aangedui en meer breedvoerig omskryf word in Deeltitel Plan SS521/91, in die skema bekend as Aston Place, gedeelte 4 van Erf 2674, Kempton Park, tesame met die onverdeelde aandeel in die gemeenskaplikse eiendom asook 'n eksklusiewe gebruiksarea, parkeerarea P26, Registrasieafdeling IR, Transvaal, gehou onder Titelakte ST47088/93, grootte 90 (negentig) vierkante meter, ten opsigte van die wooneenheid 204 Aston Place, en 21 (een-en-twintig) vierkante meter ten opsigte van die parkeerare P26, ook bekend as Aston Place 204, Longstraat, Kempton Park.

Beskrywing: Wooneenheid bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilette en 'n motorafdak. Die eiendom is 'n woonstel op die tweede verdieping. 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 Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne dertig dae na die 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 9de dag van Mei 1994.

M. J. Hertz, Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT143.)

Saak 51/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Jan de Klerk,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1025, Norkem Park-uitbreiding 2-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T10842/93, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Groot Letabarivierlaan 59, Norkem Park-uitbreiding 2, Kempton Park.

Beskrywing: Woonhuis bestaande uit 'n gekombineerde sit-/eetkamer, kombuis, twee slaapkamers, badkamer, toilet, alles onder teëldak, twee motorhuise, motoroprit en swembad. Die eiendom is gedeeltelik omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 9de 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/UT122.)

Saak 16120/92

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Mark Gordon Nicholson,** Eerste Eksekusieskuldenaar, en **Attiki Evayyelia Nicholson,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en elke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2446, Birch Acres-uitbreiding 12-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T12504/92, grootte 880 (agthonderd en tagtig) vierkante meter, ook bekend as Geraniumstraat 62, Birch Acres-uitbreiding 12, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, toilet, alles onder 'n teëldak en twee motorhuise. Die eiendom is omhein met mure. 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 9de 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/UT20.)

Saak 16582/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Albertus de Hilster,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en elke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 268, Birchleigh-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T55012/91, grootte 1 041 (eenduisend een-en-veertig) vierkante meter, ook bekend as Kareestraat 24, Birchleigh, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, alles onder teëldak, motorhuis en motorafdak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 9de 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/UT95.)

Saak 4354/92

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

In die saak tussen **Allied Bank** (voorheen Allied Bouvereniging), 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Coenrad Georg Marnewecke,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en elke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 11, Bonaero Park-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T54861/91, grootte 840 (agthonderd en veertig) vierkante meter, ook bekend as Bonaerolaan 24, Bonaero Park, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder sinkdak, motorhuis, motoroprit, swembad en kroeg. Die eiendom is omhein met mure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 9de 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/AB872.)

Saak 5114/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Barbara Colleen Braun,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 740, Kempton Park-uitbreiding 2-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T50892/90, grootte 1 075 (eenduisend vyf-en-sewentig) vierkante meter, ook bekend as Swartstraat 124, Kempton Park-uitbreiding 2, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder sinkdak, motorhuis, motorafdak en motoroprit. Die eiendom is omhein met mure. 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 9de 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/UT59.)

Saak 10264/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **James Stanley Gouws,** Eerste Eksekusieskuldenaar, en **Magrietha Petronella Gouws,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 441, Estherpark-uitbreiding 1-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T27299/91, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Tierhoutstraat 22, Estherpark-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, toilet, eetkamer, alles onder teëldak, motorhuis en motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 9de 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/UT72.)

Saak 2865/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Giliam Johannes Noeth,** Eerste Eksekusieskuldenaar, en **Engela Wilhelmina Noeth,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 218, Glenmarais-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T73709/92, grootte 1 069 (eenduisend nege-en-sestig) vierkante meter, ook bekend as Buitendagstraat 23, Glenmarais, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder teëldak en motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 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/AB1126.)

Saak 3616/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Andre Wentzel Poolman,** Eerste Eksekusieskuldenaar, en **Susan Joyce Poolman,** Tweede Eksekusieskuldenaar, en **Douglas Albert Richardson,** Derde Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 747, Norkem Park-uitbreiding 1-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T18155/93, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Dick Muller-laan 49, Norkem Park-uitbreiding 1, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder sinkdak, twee motorhuise en motoroprit. Die eiendom is omhein met mure. 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/UT144.)

Saak 12819/93

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Clara Isabella Maritz,** Eerste Eksekusieskuldenaar, en **Johannes Francois Smit,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 698, Estherpark-uitbreiding 1-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T84880/92, groot 1 200 (eenduisend tweehonderd) vierkante meter, ook bekend as Petrastraat 2, Estherpark-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, een en 'n half badkamer, eetkamer, alles onder 'n teëldak, motorhuis, motoroprit en twee motorafdakke.

Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT85.)

Saak 17409/93

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Hendrik Louis van Vuuren,** Eerste Eksekusieskuldenaar, en **Emmerentia Ingrid van Vuuren,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 218, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T32488/91, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Mynhardstraat 5, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, eetkamer, twee toilette, alles onder 'n teëldak en motorhuis.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van 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, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1088.)

Saak 1713/94

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

In die saak tussen **United Bank,** handeldrywende as ABSA Bank, Eksekusieskuldeiser, en **Louis Neethling,** Eerste Eksekusieskuldenaar, en **Estella Neethling,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 27, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T1392/93, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Lydiastraat 39, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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 9de 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/UT135.)

Saak 3786/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **John Barry Mitchell,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfgedeelte 9, soos meer breedvoerig beskryf word in Deeltitelplan SS662/92, in die skema beter bekend as Fanmorehof, geleë te resterende gedeelte van Erf 2767, Kempton Park-dorpsgebied, sowel as eksklusiewe gebruiks area beskryf as Parkeerarea P2, in die skema beter bekend as Fanmorehof, Plaaslike Bestuur van Kempton Park, transportakte gehou onder Titelakte ST7723/93, groot 80 (tagtig) vierkante meter, ten opsigte van Gedeelte 9 in die skema beter bekend as Fanmorehof, sowel as 11 (elf) vierkante meter ten opsigte van Parkeerarea P2, in die skema beter bekend as Fanmorehof, ook bekend as Woonstelle 9, Fanmorehof, Albatrosstraat, Kempton Park.

Beskrywing: Wooneenheid bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet, alles onder 'n sinkdak en 'n motorafdak.

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 (dertig) 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/AB1131.)

Saak 4135/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Arie Willem van Wijk,** Eerste Eksekusieskuldenaar, en **Annamarie van Wijk,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1715, Birch Acres-uitbreiding 4-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T12473/93, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Paradysvinkstraat 42, Birch Acres-uitbreiding 4, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, twee badkamers, twee toilette, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit.

Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste 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/AB1141.)

Saak 9007/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Fernando Jorge da Silva Carneiro,** Eerste Eksekusieskuldenaar, en **L. M. F. de Lime Carneiro,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging 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 Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 356, Fishershill-uitbreiding 1-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T9806/77, grootte 744 (sewehonderd vier-en-veertig) vierkante meter, ook bekend as Scorpioweg 31, Fishershill, Germiston.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n teëldak en motorhuis.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 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/AG19.)

Saak 4132/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Timms, D. W.,** Eerste Eksekusieskuldenaar, en **Timms, A. J.,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 728, Rhodesfield-uitbreiding 1-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T15531/93, grootte 796 (sewehonderd ses-en-negentig) vierkante meter, ook bekend as Spoorlynstraat 57, Rhodesfield-uitbreiding 1, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n teëldak en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste 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/UT155.)

Saak 3919/94

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

In die saak tussen **United Bank,** handeldrywende as ABSA Bank Bpk., Eksekusieskuldeiser, en **Nel, D. P.,** Eerste Eksekusieskuldenaar, en **Nel, A. C. M.,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 229, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T39275/83, grootte 1 008 (eenduisend en agt) vierkante meter, ook bekend as Lydiastraat 68, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, vier slaapkamers, twee en 'n halwe badkamers, toilet, eetkamer, familie-/TV-kamer, alles onder 'n teëldak, 'n motorafdak en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste 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/UT150.)

Saak 543/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Colin Wayne Bartram,** Eerste Eksekusieskuldenaar, en **Tracy Lee McKenzie,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nommer: Erf 675, Terenure-uitbreiding 15-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte nommer gehou onder Titelakte T55608/91, grootte 1 114 (eenduisend eenhonderd-en-veertien) vierkante meter, ook bekend as Suestraat 7, Terenure-uitbreiding 15, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, eetkamer alles onder 'n teëldak. Die eiendom is omhein met betonmure. Die 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 23ste 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/UT126.)

Saak 3787/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Marthinus Nell,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nommer: Gedeelte 58 van Erf 977, Terenure-uitbreiding 16-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte nommer gehou onder Titelakte T25151/93, grootte 408 (vierhonderd-en-agt) vierkante meter, ook bekend as Thamesloop 21, Terenure-uitbreiding 16, Kempton Park.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n teëldak, 'n motorafdak en 'n motoroprit. Die eiendom is gedeeltelike omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposit in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) 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 23ste 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/UT148.)

Saak 5540/92

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

Allied Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Maboke Albert Makoela,** Eerste Eksekusieskuldenaar, en **Jacobeth Talita Makoela,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nommer: Erf 1416, Tembisa-uitbreiding 4-dorpsgebied, Kempton Park, Registrasieafdeling JR, Transvaal, transportakte nommer gehou onder Titelakte TL46350/89, grootte 450 (vierhonderd-en-vyftig) vierkante meter, ook bekend as Hospitaalweg 1416, Uitbreiding 4, Tembisa, Kempton Park.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Alles onder 'n teëldak. Die eiendom is omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees 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/AB896.)

Saak 3788/94

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

United Bank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Petrus Johannes Bekker,** Eerste Eksekusieskuldenaar, en **Yvonne Bekker,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 Junie 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nommer: Erf 179, Rhodesfield-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, transportakte nommer gehou onder Titelakte T40210/93, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Hampdenstraat 4, Rhodesfield, Kempton Park.

Beskrywing: Woning bestaande uit 'n gekombineerde sit/eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Alles onder 'n teëldak, motorhuis en motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 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/UT152.)

Case 882/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Execution Creditor, and **Kherlopian: Wendy Ann,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff prior to the sale:

Certain: Erf 459, Aston Manor Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T43142/90, situated at 100 Dann Road, Aston Manor, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed:

Three toilets, three bathrooms, dining-room, three bedrooms, kitchen, tiled roof, family room, lounge, two garages, carport, pool, paved brick driveway and surrounded by brick walls.

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

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

Dated at Johannesburg on this the 20th day of May 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 3562/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Execution Creditor, and **Leibrandt: Robert Martin,** First Execution Debtor, and **Leibrandt: Sophia Catharina,** 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 by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 30 June 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff prior to the sale:

Certain: Erf 148, Birchleigh North Extension 3 Township, Registration Division IR, Transvaal, measuring 1 010 (one thousand and ten) square metres, held under Deed of Transfer T83944/93, situated at 34 Mynhardt Street, Birchleigh North Extension 3.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed:

Lounge, two toilets, dining-room, two bathrooms, three bedrooms 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.

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

Dated at Johannesburg on this the 20th day of May 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. J. Nel.)

Case 2066/93
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 **Jacobs, Alexander Koos,** First Judgment Debtor, and **Jacobs, Anna,** Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 24 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort Street, Boksburg, on 8 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 846, Portion 15 in the Township of Reiger Park Extension 1, held under Deed of Transfer T30723/87, measuring 201 square metres, also known as 33 Clarence September Street, Reiger Park Extension 1, Boksburg.

Description: Three 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 19th 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/BZ3754.)

Case 9601/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mononyane Morna Masephulletse,** 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 Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 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 5076, Bryanston Extension 39 Township, Registration Division IR, Transvaal, area 2 181 square metres, situation 1A Constantia Street, Bryanston Extension 39, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under tiles, lounge, dining-room, kitchen, dressing-room, three bedrooms, fitted carpets and novilon floors, two bathrooms, shower, two toilets and fenced boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3155.)

Case 2937/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Wyllie, David Pickard,** 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 Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, Tuesday, 28 June 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, prior to the sale:

Certain: Remaining extent Holding 38 Bush Hill Estate Agricultural Holdings, Registration Division IQ, Transvaal, area 2,5480 hectares, situation 38 Kelly Avenue, Bush Hill Agricultural Holdings, Bromhof, Randburg.

Improvements (not guaranteed):

Single storey brick dwelling under iron roof, comprising lounge, dining-room, fitted kitchen, three bedrooms, bathroom, fitted carpets and marley flooring. Separate double garage/store-room, two staff quarters, pool, borehole and double carport. Fenced boundary.

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

Dated at Johannesburg on the 11th day of May 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/ij/FN3158.)

Case 28046/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 30 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 for Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 492, Greymont Township, Registration Division IQ, Transvaal, area 495 square metres, situation 13 Fourth Street, Greymont, Johannesburg.

Improvements (not guaranteed):

Single storey detached dwelling. Brick under iron. Comprising entrance hall, two bedrooms, lounge, dining-room, fitted kitchen, pantry and bathroom. Fitted carpets, oregon and slate flooring; outside verandah and paving. Separate flatlet and staff quarters.

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

Dated at Johannesburg on the 11th day of May 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/FN3110.)

Case 8722/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Charles Robert Barnett,** First Defendant, married in community of property to Francina Mageretha Barnett, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 9 December 1992 and writ of execution dated 13 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 575, Randhart Extension 1 Township, Registration Division IR, Transvaal, street address 2 Poets Avenue, Randhart, Alberton, measuring 1 022 square metres, held by Deed of Transfer T23511/1975 dated 1 December 1975.

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, study, kitchen, four bedrooms and two bathrooms.

Outbuildings: Two garages, servants' quarters and swimming-pool.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 17,25% (seventeen comma two five per cent) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 26th 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 91349/92
PH 240

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

In the matter between **Anchorland Erf Eleven CC,** Plaintiff, and **I. Laher,** trading as Lenwood Designs, Defendant

Be pleased to take notice that a sale in execution will be held at Sheriff's Store, 100 Sheffield Street, Turffontein, on 22 June 1994 at 10:00. The goods which will be sold at the auction will be as follows:

Four lounge suites, colour TV, electric fridge, two coffee tables and a dining-room suite.

Terms: Cash. No cheques accepted.

Dated at Johannesburg on this the 30th day of May 1994.

Cassim Peer & Associates, Plaintiff's Attorneys, Fourth Floor, 132 Fox Street, Johannesburg; P.O. Box 61529, Marshalltown. (Tel. 331-2254/5/6/7.) (Ref. Mr Peer/am.)

Case 6972/94

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

In the matter between **Johannesburg Municipal Second Pension Fund,** Plaintiff, and **Jennifer Anne Searle,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 9 March 1994, the property listed hereunder will be sold in execution on Friday, 1 July 1994, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg, at 10:00:

Certain Section 27 as shown and more fully described on Sectional Plan SS192/1985, in the building, or buildings known as Villa d'Este, situated in the Township of Berea, Johannesburg, and an undivided share in the common property and the land and building or buildings as shown and more fully described on the said sectional plan and situated at 48 Villa d'Este, 1 Fife Avenue, Berea, Johannesburg.

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

A simplex consisting of a combined living room/dining-room, bedroom, combined bathroom/w.c. and kitchen.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 15,25 per cent per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/J.81544.)

Case 8547/93
PH 97

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

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **L. S. Joffe,** First Defendant, and **Mrs D. D. Joffe,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Randburg, dated 20 April 1994 and subsequent writ of execution issued, the following property will be sold in execution on 29 June 1994 at 10:00, in front of the Court-house, to the highest bidder, viz:

Certain Section 3, Windsor Willows, Erf 1171, Township of Windsor, in the Local Authority Town Council of Randburg, measuring 109 (one hundred and nine) square metres in extent. Held by the Defendants in their names under Deed of Transfer ST99/85 (33) (married out of community of property).

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor has no knowledge of improvements on the property.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,5% (one eight comma five per cent) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) 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 Sheriff of the Court.

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

D. G. Sonderup, First Floor, Constantia Centre, corner of Keyes and Tyrwhitt Avenue, Rosebank; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. A. J. Cox/aw/F545.)

Saak 956/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Robertson Bob Mboweni,** Eerste Verweerder, and **Dlhae Ketsia Mboweni,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 22 Februarie 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-Wes, op 7 Julie 1994 om 10:00, te Balju Kantore te Olivetti-huis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Erf 5823, geleë in die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, groot 385 (drie agt vyf) vierkante meter, gehou kragtens Sertifikaat van Toekenning van Eiendomsreg TL65954/89, voorheen huurpag eiendom bekend as al die reg, titel en belang in die reg op huurpag ten opsigte van Erf 5823, van die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, bekend as Semenyastraat 77, Atteridgeville, Pretoria.

Die eiendom is verbeter en bestaan uit:

Sitkamer, eetkamer, drie slaapkamers, badkamer/w.k., aantrekkamer en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagagaan kan word by die kantore van die Balju, Noord-Wes, Pretoria, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 27ste dag van Mei 1994.

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

Saak 5920/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Stephanie Hester Borcherds,** Eerste Verweerder, and **Petrus Borchardus Borcherds,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 23 April 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Oos, op 29 Junie 1994 om 10:00, te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, verkoop:

Gedeelte 2 van Erf 1896, geleë in die dorpsgebied Silverton, Registrasieafdeling JR, Transvaal, groot 860 (agt ses nul) vierkante meter, gehou kragtens Akte van Transport T95437/1992, onderhewig aan al sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word, bekend as Joseph Bosmanstraat 425, Silverton, Pretoria.

Die eiendom is verbeter en bestaan uit:

Sitkamer, eetkamer, badkamer/stort, bad/w.k., w.k., kombuis, wassery en buite/w.k.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagagaan kan word by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op hierdie 2de dag van Junie 1994.

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

Case 4119/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Daniel Coenraad du Preez,** First Defendant, and **Elizabeth du Preez,** Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Kruger Street, Bronkhorstspruit, on 8 July 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 41 Cornelis Street, Bronkhorstspruit.

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

Erf 392, situated in the Town of Riamarpark, Registration Division JR, Transvaal, measuring 1 000 sqaure metres, held by virtue of Deed of Transfer T29941/91, known as 48 Protea Road, Riamarpark, Bronkhorstspruit.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.) (Ref. Du Plooy/sv/GT1285.)

Case 2422/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tshlisi Daniel Ramotshwene,** First Defendant, and **Mahlaku Sarah Ramotshwene,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Kerk Street, Nigel, on 8 July 1994 at 09:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 69 Kerk Street, Nigel.

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

All the right, title and interest to the leasehold in respect of Erf 4286, Duduza Township, Registration Division IR, Transvaal, measuring 257 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL44838/1989, known as Erf 4286, Duduza Township.

Improvements: Two bedrooms, one and a half bathroom, kitchen, lounge and wire fencing.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.) (Ref. Du Plooy/sv/GT1219.)

Saak 5219/92

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

In die saak tussen **J. H. Potgieter,** Eiser, en **J. F. Strydom,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 17 Mei 1993 en 'n lasbrief vir eksekusie word die volgende onroerende eiendom in eksekusie verkoop op 24 Junie 1994 om 11:00 by die kantoor van die Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Dorp Tileba, Erf 150, Registrasieafdeling JR, Transvaal, Diagramnommer 22356/964, grootte 1 110 vierkante meter, uitklaring Pretoria TPS.

Fisiese adres: Erichstraat 232, Tileba.

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

Reserweprys: Daar sal geen reserweprys wees nie.

Verbeterings: Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Gepleister/geverf.
2. *Dak:* Sink platdak.
3. Woning bestaan uit drie slaapkamers, sitkamer, kombuis, twee badkamers en eetkamer.
4. *Vloerbedekking:* Slaapkamers - matte, sitkamer - mat, kombuis - teëls, badkamers - mat, eetkamer - teëls.
5. *Buitegebou:* Toilet.
6. Geen swembad.
7. Geen boorgat.
8. Omhein met beton.

Verbeterings word gegee, maar nie gewaarborg nie.

Die eiendom staan ook bekend as Erichstraat 232, Tileba.

Terme en voorwaardes:

Terme: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouvereningingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord hierdie 24ste dag van Mei 1994.

Smuts, Uys & Van der Schyff, Prokureurs vir Eiser, Eerste Verdieping, Zeldaparkgebou, Gerrit Maritzstraat 570, Posbus 16454, Pretoria-Noord. (Tel. 546-2331/2.) [Verw. JVDS/ALL/277 (K00012).]

Saak 5249/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Albert Mabena,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 10 Junie 1993 en 'n lasbrief vir eksekusie gedateer 17 Junie 1993 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 1 Julie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 33869, voorheen bekend as Erf 512, Tsakane-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 269 (tweehonderd nege-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL54877/1988, geleë te Erf 33869, voorheen bekend as Erf 512, Tsakane-uitbreiding 1-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.
3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 27ste dag van Mei 1994.

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

Case 57544/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Keppler P. M. and M. F.,** Defendants

In pursuance of a judgment in the Court of the Magistrate, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 4 November 1993 will be sold in execution on Friday, 15 July 1994 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg, to the highest bidder:

Erf 906, Rosettenville Township, Registration Division IR, Transvaal, in extent 372 (three hundred and seventy-two) square metres, situated at 62 Lawn Street, Rosettenville, Johannesburg.

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

Residence, single-storey dwelling, detached.

Walls: Face brick and plaster.

Roof: Corrugated iron, pitch.

Floors: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet.

Outbuildings: Garage, servant's toilet.

Boundary: Concrete walls.

Improvements: Swimming-pool, walling and paving.

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 Magistrate's Court, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 26th day of May 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr Steyn/538.)

Case 64200/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Petrus Johannes Blignaut,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 9 September 1993 will be sold in execution on Friday, 15 July 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 134, Naturena Township, Registration Division IR, Transvaal, in extent 800 (eight hundred) square metres, situated at 178 Malta Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floors: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets.

Outbuildings: Garage and toilet.

Boundary: Concrete walls.

Improvements: Pre-cast walls, gates, swimming-pool and patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sheffield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 27th day of May 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr Steyn/563.)

Case 6085/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Penelope Cornelius,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution the property listed hereunder which was attached on 24 September 1993 will be sold in execution on Friday, 15 July 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 30 of Erf 6658, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 525 (five hundred and twenty-five) square metres, situated at 30 Hedera Avenue, Ennerdale Extension 2, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floors: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 27th day of May 1994.

De Villiers & Co., Gys Louw & Partners, Russel Building, 54 President Kruger Street, Vanderijlpark; Docex 5, Vanderbijlpark.

Saak 16968/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Pieter van Kraayenburg,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Suid, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 29 Junie 1994 om 10:00, van:

Erf 1396, geleë in die dorpsgebied The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T71033/88 (beter bekend as Panoramalaan 305, The Reeds, Verwoerdburg).

Besonderhede word nie gewaarborg nie: Woonhuis met steenmure, teëldak, teëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en dubbel motorhuis.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83 (hoek van Gerhardstraat- en Weslaan), Lyttelton-landbouhoewes, Verwoerdburgstad.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel.)

Case 7079/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Frederick James Bernard Strijdom,** First Defendant, and **Hilary Anne Strijdom,** Second Defendant

In pursuance of a judgment and warrant of execution dated 18 March 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder, on Wednesday, 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 1949, Rynfield Extension 6 Township, Registration Division IR, Transvaal, in extent 825 (eight hundred and twenty-five) square metres, held under Deed of Transfer T23717/1989, situated at 23 Oboe Street, Rynfield, Benoni, which property has been zoned as special residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Brick under tile.

Main building: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., shower/w.c., attached w.c. and familyroom.

Other: Precast wall, double carport and paving.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Arcadia Building, Prince's Avenue, Benoni.

Dated at Benoni on this the 30th day of May 1994.

Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Case 3594/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Michaela Mona Bernadette Hicks,** Defendant

In pursuance of a judgment and warrant of execution dated 7 October 1993, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 1216, Rynfield Township, Registration Division IR, Transvaal, in extent 1 992 (one thousand nine hundred and ninety-two) square metres, held under Deed of Transfer T16022/1980, situated at 207 Pretoria Road, Rynfield, Benoni, which property has been zoned as special residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Part double storey brick/tile.

Main building:

Ground floor: Lounge, dining-room, TV room, entrance hall, kitchen, two w.c.'s.

First floor: Four bedrooms and two bathrooms/w.c's.

Outbuildings: Double garage, two servants' rooms, coal shed and w.c.

Other: Swimming-pool, walls, paving and entertainment area.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Arcadia Building, Prince's Avenue, Benoni.

Dated at Benoni on this the 30th day of May 1994.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Saak 859/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Van der Merwe & Calitz,** Eiser, en **mev. E. L. Kotze,** bygestaan deur haar man **mnr. M. C. Kotze,** Verweerder

Ingevolge uitspraak van die Hof en lasbrief gedateer 9 Maart 1994, sal die ondergemelde eiendomme per publieke veiling verkoop word in eksekusie aan die bieder voor die Landdroskantoor, Zeerust, op 1 Julie 1994 om 10:00, naamlik:

Erf 243, Zeerust, Registrasieafdeling JP, Transvaal.

Erf 244, Zeerust, Registrasieafdeling JP, Transvaal, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegboue, geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R10 000 kontant op dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 14 dae na dag van verkoping. Koper moet transportkostes, hereregte of BTW na gelang wat van toepassing is en alle belasting betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, hoek van President- en Piet Retiefstraat, Zeerust, nagegaan word sowel as by die ondergetekende.

Gedateer te Zeerust hierdie 2de dag van Junie 1994.

Van der Merwe & Calitz, Prokureurs vir Eiser, Kerkstraat 39B, Posbus 53, Zeerust.

Case 14780/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Svenmill Limited,** Plaintiff, and **Mrs S. Tasriet,** trading as Maxims, Defendant

In execution of the judgment of the Magistrate's Court for the District of Cape Town, in the above matter, a sale will be held in front of the premises, 14 Little Street, Kensington, on Tuesday, 5 July 1994 at 11:00, of the following immovable property:

Erf 111084, Cape Town, portion of 22436 at Maitland, in the extension of Cape Town, Cape Town Division, in extent 507 square metres.

Description: Brick and mortar dwelling under corrigated iron roof, consisting of four bedrooms, one with built-in cupboards, three bathrooms, lounge, dining-room, kitchen, with fitted cupboards, hob and eye level oven, unfinished double garage.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots as it stands and subject to the conditions of the exiting title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Mandatum Building, Barrack Street, Cape Town.

A. Batchelor, for Herbsteins Inc., 17th Floor, 2 Long Street, Cape Town. (Ref. A. Batchelor/mdc/21437.)

Saak 807/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **The African Bank Limited,** Eiser, en **Mahuma Paul Rapetsoa,** Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom per openbare veiling verkoop word deur die Balju, Seshego, op 27 Julie 1994 om 14:00, te die Landdroskantoor, Seshego, aan die hoogste bieder, met reserwe:

Sekere Standplaas 409, Eenheid D, Seshego, groot 1 000 vierkante meter, distrik Seshego.

Omskrywing: Soos omskryf op Algemene Plan PB375/1984.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie: Die huis is onlangs gebou, het 'n motorhuis en is ongeveer 150 vierkante meter groot. Die konstruksie is van steen wat gepleister is met 'n sementteëldak en bestaan uit die volgende: Sitkamer, eetkamer, kombuis, studeerkamer, vier slaapkamers en 'n badkamer.

Die materiële voorwaardes van die verkoping is:

1. Tensy daar voor datum van verkoping gereël is met die Eiser of sy prokureur sal die koper 10% (tien persent) van die koopprys betaal, of 'n deposito van R3 000 (drieduisend rand), welke ook al die grootste is, in kontant onmiddellik na die verkoping en die balans, tesame met rente daarop sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouverenigingwaarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping.

2. Die eiendom word voetstoots verkoop en onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls in terme daarvan uitgevaardig.

2.2 Die voorwaardes soos vervat in die grondbrief; en

2.3 die verkoopvoorwaardes, wat ingesien mag word by die kantore van die Balju, Seshego, wie die volledige voorwaardes van verkoping sal uitlees onmiddellik voor die verkoping, en waarvan die inhoud hierin geïnkorporeer moet word.

Geteken te Pietersburg op hierdie 27ste dag van Mei 1994.

J. Horak, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Horak/pvdh/5005.)

Saak 2645/90

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **P. E. K. van der Watt,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping verkoop sal word op 29 Junie 1994 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 78, Secunda, Akte van Transport T44046/88, Verbandakte B50805/88, bekend as Jack Hindonstraat 10, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 1ste dag van Junie 1994.

F. R. Chester, vir Kruyshaar, Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A168.)

Case 6346/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lucky-Boy Ntlatla Tshabalala,** First Defendant, and **Nomasonto Miriam Ramokgadi,** Second 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 7 July 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address.

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

Property: All the right, title and interest to the leasehold in respect of Erf 2296, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 270 square metres, held by virtue of Deed of Transfer of leasehold TL84583/91.

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/GT1404.)

Sheriff's Reference: mnr. N. C. H. Bouwman. [Tel. (016) 21-3400.]

Saak 2766/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bankorp Beperk,** Eiser, en **Johanna Magaretha Moolman,** Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op 22 Julie 1994 om 09:00, verkoop word deur die Balju, te Landdroskantoor, Frankstraat, Balfour, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1423, geleë in die dorp Balfour, Registrasieafdeling IR, Transvaal, groot 2 855 vierkante meter.

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

Ben van der Westhuizen, Van Erkomgebou 845, Pretoriusstraat 217, Pretoria. (Tel. 323-8520.) (Verw. EdP/H155/91/RvH.)

Saak 1644/89

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **United Bank Beperk** ('n Divisie van ABSA Bank Beperk), Eiser, en **Eralason Estate Agents (Pty) Ltd,** Verweerder

Ingevolge die vonnis van die Landdroshof te Barberton en lasbrief vir eksekusie gedateer 14 April 1994, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroshof, Barberton, op Woensdag, 6 Julie 1994 om 09:00, naamlik:

Erf 51, geleë in die Barberton-dorpsgebied (Asiatic), Transvaal, en Erf 7, geleë in die Barberton-dorpsgebied (Asiatic), Transvaal, gehou kragtens Akte van Transport T4087/77, onderworpe aan die voorwaardes daarin vermeld.

Verbeterings: Erf 51: Siersteenwoonhuis met teëldak, drie slaapkamers, eetkamer, sitkamer, badkamer, toilet, kombuis, toegeboude stoep, voorstoep en swembad en buitegeboue.

Erf 7: Winkelkompleks met twee winkels, kafee/restaurant met buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie en wat binne 7 (sewe) dae na datum van verkoping gelewer moet word.

Die verkoping geskied voetstoots.

Die voorwaardes van verkoping sal gedurende kantoorure by die Balju, ter insae lê.

Geteken te Nelspruit op hede hierdie 18de dag van Mei 1994.

C. I. Delport, Sewende Verdieping, Unitedgebou, Brownstraat, Nelspruit. (Verw. B8/91.)

Case 5804/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Willie Vusumuzi Mazibuko,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 1 July 1994 at 11:00, of the following property:

Erf 20471, Mamelodi Township, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL4743/1991.

This property is situated at Stand 20471, Mamelodi, Transvaal.

The property is improved as follows: Two bedrooms, lounge/dining-room, kitchen and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Saak 927/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **L. P. Reddy,** Eiser, en **Pragalathan Pillay,** Verweerder

In ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 28 Junie 1994 om 11:00, voor die Landdroskantoor, Volksrust, aan die hoogste bieder:

Erf 649, Volksrust, geleë te De Jagerstraat 58, Volksrust.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en buitegeboue.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, en verstrek te word aan die Balju van die Landdroshof, p.a. Landdroskantoor Volksrust, binne 21 dae vanaf datum van verkoping en soos meer volledig blyk uit die voorwaardes van verkoping wat nagegaan kan word ten kantore van die Balju van die Landdroshof, p.a. Landdroskantoor Volksrust.

Van die belangrikste verkoopvoorwaardes is die volgende:

1. Die koper moet op aanvraag aan die Eiser rente betaal op die uitstaande bedrag teen 14% (veertien persent) per jaar, bereken vanaf die datum van die verkoping tot die datum van registrasie van transport, beide dae ingesluit.

2. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op 11 Mei 1994.

Charl F. Liebenberg, Die Meent, Joubertstraat 53, Posbus 678, Volksrust, 2470. (Verw. Liebenberg 3063.)

Saak 2676/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Volkskas Bank, Eiser, en **Lodewyk Nicolaas Celliers,** Id. 3701075104000, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid Strubenstraat 142, Pretoria, op 29 Junie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark, Hoewe 83, hoek van Gerhardtstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburg, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 396, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, Transvaal, groot 1 467 (een vier ses sewe) vierkante meter, gehou kragtens Akte van Transport T13551/74.

Hierdie eiendom is geleë te Ivostraat 373, Erasmia.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en waskamer.

Konstruksie: Baksteen onder ysterdak, komposisiebord en Knotty Pine plafon, matte en PVC, warmwater sisteem.

Buitegeboue: 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 (veertien) dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1227.)

Case 13847/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Mafika Walter Vilakazi,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 29 June 1994 at 10:00, of the following property:

Portion 13 of Erf 2373, Sakhile Township, Registration Division IS, Transvaal, measuring 264 (two hundred and sixty-four) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL14051/89.

This property is situated at Portion 13 of Stand 2373, Sakhile Township, Standerton, Transvaal.

The property is improved as follows:

Lounge, kitchen, three 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 offices at 17 Caledon Street, Standerton, Transvaal.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 5959/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **George Ronald Wilson,** First Defendant, and **Janet Elaine Wilson,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 29 June 1994 at 10:00, of the following property:

Erf 2707, Wierdapark Extension 2 Township, Registration Division JR, Transvaal, measuring 1 186 (one thousand one hundred and eighty-six) square metres, held by the Defendants under Deed of Transfer T66487/92.

This property is situated at 5 Illovo Avenue, Wierdapark Extension 2, Verwoerdburg.

The property is improved as follows:

Two bedrooms, kitchen, lounge, two garages and one and a half 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 offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Case 16034/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Matoli Naphtali Makhubo,** First Defendant, and **Ntombizodwa Maria Makhubo,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 29 June 1994 at 10:00, of the following property:

Portion 43 of Erf 2373, Sakhile Township, Registration Division IS, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL21831/89.

This property is situated at Portion 43 of Stand 2373, Sakhile Township, Standerton, Transvaal.

The property is improved as follows:

Lounge, kitchen, three 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 offices at 17 Caledon Street, Standerton, Transvaal.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Saak 2229/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.,** voorheen Nedperm Bank Bpk., Eiser, en **H. C. Smit,** Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg, en 'n lasbrief vir geregtelike verkoping met datum 6 Mei 1994, sal die ondervermelde eiendom op Woensdag, 29 Junie 1994 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 286 van plaas Kafferskraal 342, Registrasieafdeling JQ, Transvaal, groot 12,4285 hektaar, bekend as plaas Kafferskraal, gehou kragtens Akte van Transport T64931/90.

Waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word ses kamers, buiten kombuis, badkamer en gewone buitengeboue bestaande uit twee motorafdakke, bediendekamer en toilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

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

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

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

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

KAAP • CAPE

Case 15024/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **D. J. Biel,** First Defendant, and **Mrs V. C. Biel,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 2 September 1993, 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 7007 (Portion of Erf 7285), Mitchells Plain, 210 (two hundred and ten) square metres, held by Deed of Transfer T28489/1987, situated at 61 Shepherd Way, Westridge, 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 ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 31429/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Adfin (Pty) Ltd,** trading as Rand Trust, Judgment Creditor, and **Loray Daws,** trading as The Graphics Group, First Judgment Debtor, and **Diane Laura Daws,** Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court at Goodwood, on 20 June 1994 at 11:00:

A one third share of erf 5494, Goodwood, in the Municipality of Goodwood, known as 78 Hamilton Street, Goodwood, in extent 496 (four hundred and ninety-six) square metres.

Comprising tile roof, brick walls, lounge, dining-room, TV-room, kitchen, four bedrooms, two bathrooms and garage.

The sale shall be by public auction without reserve to the highst bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate, will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. [Tel. (021) 945-3646.] (Ref. K. G Kemp/lvs/14378.)

Case 18039/92

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 **Mr B. W. Pokbas,** Defendant

In pursuance of a judgment of the above Court, dated 12 November 1992, and attachment in execution dated 3 February 1993 the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 7 July 1994 at 11:00:

Erf 0009964, Uitenhage, Administrative District of Uitenhage, situated at 6 Roselyn 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 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% (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 this 18th day of May 1994.

D. T. Walker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 20698/92

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 **Gordon Edward Khusal,** First Defendant, and **Mrs Desiree Isabella Khusal,** Second Defendant

In pursuance of a judgment of the above Court dated 12 November 1992, and attachment in execution dated 13 September 1993, the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 7 July 1994 at 11:00:

Erf 0010234, Uitenhage, Administrative District of Uitenhage, situated at 64 Woodpecker Street, 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, Uitenhage.

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% (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 this 24th day of May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 23308/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Willem Ntizia,** Defendant

In pursuance of a judgment of the above Court, dated at 18 October 1991 and attachment in execution dated 30 January 1992, the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 7 July 1994 at 11:00:

Erf 0010132, Uitenhage, Administrative District of Uitenhage, situated at 3 Kersogie Street, Rosedale, Uitenhage.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Street, Uitenhage.

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% (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 this 19th day of May 1994.

D. T. Walker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 17309/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **A. R. Theron,** Defendant

In pursuance of a judgment of the above Court, dated 2 June 1993 and attachment in execution dated 14 October 1993, the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 7 July 1994 at 11:00:

Erf 15202, Uitenhage, Administrative District of Uitenhage, situated at 10 Sanderling Street, 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 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% (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 this 20th day of May 1993.

D. T. Walker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 1031/93

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

In the matter between **Milnerton Municipality,** Plaintiff, and **J. J. van Schalkwyk,** Defendant

In execution of the Judgment of the Magistrate's Court, of Goodwood in the above matter, a sale will be held on Monday, 4 July 1994 at 11:00, at the site of the following immovable property:

Erf 6639, Milnerton, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T36665/1986, also known as 18 Wapenplein Road, Bothasig, consisting of, although nothing is guaranteed in this regard, tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate 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 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 section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance with interest at the rate of 16,25% (sixteen comma two five per cent) per annum from the date of sale to the date of registration of transfer, to be secured by a bank or building society guarantee, approved by the Judgment Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The transfer shall be effected by the attorneys for the Judgment Creditor and the purchaser shall pay al transfer costs including transfer duty, current rates, taxes and other charges necessary to effect transfer, upon request by the Judgment Creditor's attorneys.

4. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Goodwood Magistrate's Court at Epping Avenue, Elsie's River.

Dated at Cape Town this 17th day of May 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. Miss Jackson/dsn/86605.)

Case 189/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Jacques Jean Louis Supply,** Plaintiff, and **Wilhelmina van Sitters,** Defendant

Pursuant to the judgment of the above Court granted on 8 February 1994 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 29 June 1994 at 10:00, at 1 Saron Street, Ravensmead:

Erf 12549, Parow, in the Municipality of Parow, Cape Division, in extent two hundred and eighty (280) square metres, held under Deed of Transfer T19663/89, known as 1 Saron Street, Ravensmead.

The following buildings are situated on the property although in this respect nothing is guaranteed: A freestanding house built of bricks under a tiled roof consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale: Ten per centum (10%) of the purchase price together with the Sheriff's charges in cash 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 bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Court for the District of Bellville, Sixth Floor, 1 Boston Street, corner of Voortrekker Road and Boston Street, Bellville.

Dated at Cape Town on this the 25th day of May 1994.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/ma/J03046.)

Case 190/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Mrs Bettie Phillips,** Plaintiff, and **Erf 438, Wetton CC,** Defendant

Pursuant to the judgment of the above Court granted on 8 February 1994 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 29 June 1994 at 10:00, at 18 Much-binding Road, Wetton:

Erf 438, Wetton, in the Local Area of Philippi, Cape Division, in extent five hundred and thirty-five (535) square metres, held under Deed of Transfer T17530/89, known as 18 Much-binding Road, Wetton.

The following buildings are situated on the property although in this respect nothing is guaranteed: A freestanding house built of bricks under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom with toilet.

Conditions of sale: Ten per centum (10%) of the purchase price together with the Sheriff's charges in cash 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 bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Court for the District of Wynberg, 110 Maynard House, Maynard Road, Wynberg.

Dated at Cape Town on this the 25th day of May 1994.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/ma/P12003.)

Case 1893/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Nisaar Allie Mia,** First Applicant, **Sharifa Abdullah,** Second Applicant and **Ameer Achmat Mia,** Third Applicant, and **The Registrar of Deeds,** First Respondent, **M. A. Frank & Frank,** Second Respondent, and **Peyton International CC,** Third Respondent

Pursuant to the judgment of the above Court granted on 29 March 1994 and writ of execution issued thereafter, $\frac{1}{3}$ (one third) shares of both Second and Third Applicants in the undermentioned propery will be sold in execution on Wednesday, 29 June 1994 at 10:30, at 41 Johnston Road, Athlone:

Erf 40787, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent seven hundred and forty-four (744) square metres, held under Deed of Transfer T5716/1985, known as 41 Johnston Road, Athlone.

The following buildings are situated on the property although in this respect nothing is guaranteed: One single dwelling-house under a tiled roof consisting of three bedrooms, lounge, kitchen, bathroom, water-closet and double garage.

Conditions of sale: Ten per centum (10%) of the purchase price together with the Sheriff's charges in cash 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 bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Court for the District of Wynberg, 110 Maynard House, Maynard Road, Wynberg.

Dated at Cape Town on this the 25th day of May 1994.

M. S. Frank & Frank, Third Respondent's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/ma/P04001.)

Case 225/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thenjiwe Sylvia Nkonki,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 17 March 1994, the hereinafter-mentioned property shall be sold in execution by the Sheriff for the District of Albany, on Wednesday, 29 June 1994 at 10:00, at the Magistrate's Court, High Street, Grahamstown:

Erf 1270, Tantyi, Administrative District of Albany, in extent 339 (three hundred and thirty-nine) square metres, held in terms of a Certificate of Right of Leasehold 2071/1.

A deposit of 10% (ten per centum) of the purchase price is payable in cash on the date of the sale and the balance against registration of transfer.

The following improvements are believed to be on the property but nothing is guaranteed: Dwelling-house, plaster under asbestos, consisting of lounge and three rooms.

The conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Grahamstown.

Dated at Grahamstown this 17th day of May 1994.

Neville Borman & Botha, Attorneys for Plaintiff, High Street, Grahamstown. (Tel. 2-7018.) (Ref. Mr Borman/G/bk.)

Case 41902/93

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

In the matter between **First National Bank of S A Ltd,** Plaintiff, and **Robkarrish Investments CC,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Wynberg, in the above matter a sale will be held in front of the premises, situated at 48 Ladbrook Street, Kenwyn, Cape, on 29 June 1994 at 12:00, of the following property:

Erf 60198, Cape Town, at Lansdowne, in the City of Cape Town, Division of Cape, in extent five hundred and ninety-five (595) square metres, held by Defendant under Deed of Transfer T33608/1993.

The property consists of single dwelling of brick walls under tile roof comprising: Lounge, three bedrooms, kitchen, bathroom and swimming-pool.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event the purchaser will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont. [Tel. (021) 64-2170/64-3170.] [Fax. (021) 61-6359.] (Ref. G. Isaacson/GT.)

Case 17188/92

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 **Lorraine Aletta Petersen,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 18 June 1993, and warrant of execution dated 25 October 1993, the following will be sold in execution on 27 June 1994 at 10:00, at the Wynberg Court-house, being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 43739, Cape Town at Mitchells Plain, measuring 188 (one hundred and eighty-eight) square metres, held under Deed of Transfer 54381 dated 30 August 1991, also known as 6 Gaff Street, Strandfontein Village.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society's 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 25th day of April 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek, Cape Town. [Tel. (021) 419-9040.] [Fax. (021) 21-4348.] (Ref. X3C0265/Mrs Liebrandt.)

Case 3796/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited,** Plaintiff, and **C. A. de Koker,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Somerset West, dated 15 February 1994, the following will be sold in execution on 28 June 1994 at 10:00, in front of the Magistrate's Court for the District of Somerset West to the highest bidder:

Erf 3500 (portion of Erf 2945), Macassar, 296 (two hundred and ninety-six) square metres, held by Deed of Transfer T8129/1989, situated at 34 Clifton Street, Macassar, Somerset West.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Somerset West.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 9234/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **K. P. Adams,** First Defendant, and **Mrs D. Adams,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 September 1993, 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 10696 (portion of Erf 17106), Mitchells Plain, 143 (one hundred and forty-three) square metres, held by Deed of Transfer T38021/1990, situated at 22 Disa Street, Lentegeur, 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 ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 41944/93

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

In the matter between **Davetal Jewellers (Pty) Ltd,** Plaintiff, and **Salie Brenner and Fagmieda Brenner,** First Defendant, **Mogamat Aliem Brenner and Nariemaan Brenner,** Second Defendant, **Ismail Brenner,** Third Defendant, and **Shahieda Brenner,** Fourth Defendant

In pursuance of judgment granted on 22 March 1994, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 July 1994 at 10:00, at the Magistrate's Court, Wynberg, to the highest bidder:

Description: Erf 112140, in the Municipality of Cape Town, Division Cape, in extent 499 (four hundred and ninety-nine) square metres, held by the Defendants in their names under Deed of Transfer T712/1980.

Postal address: 8 Heath Road, Parkwood Estate.

Improvements: The following improvements are reported but not guaranteed: Dwelling with three bedrooms, kitchen, lounge, bathroom, double garage and tile roof.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer set out in the conditions of sale.

4. Transfer shall be effected 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 complete conditions of sale will be read at the time of the sale and may be inspected prior thereto at the offices of the Sheriff of the Court, and at the offices of the undersigned.

L. Kadish & Co., Plaintiff's Attorneys, Fifth Floor, De Waal House, 172 Victoria Road, Woodstock. (Ref. MR/CP/DA54.).

Case 2765/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** Plaintiff, and **L. J. Koks,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 23 March 1994, the following will be sold in execution on 27 June 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3525 (Portion of Erf 3424), Blue Downs, 329 (three hundred and twenty-nine) square metres, held by Deed of Transfer T70557/1990, situated at 9 Hydranga Street, Blue Downs. Tiled roof, two bedrooms, bathroom, toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 17969/93

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

In the matter between **Alcor Place Body Corporate,** Execution Creditor, and **J. H. du Preez,** Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Bellville, and writ of execution dated 13 August 1993, the following property will be sold in execution, at the site of the property, at 204 Alcor Place, Voortrekker Road, Parow, on Friday, 24 June 1994 at 11:00, to the highest bidder:

Certain:

(a) Section 14, as shown and more fully described on Sectional Plan SS230/90, in the scheme known as Alcor Place, in respect of the land and building or buildings situated at Parow, in the Municipality of Parow, of which section the floor area according to the sectional plan is 68 (sixty-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 by Deed of Transfer ST10712/92, also known as 204 Alcor Place, Voortrekker Road, Parow.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Sectional title unit.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim), from the date of sale to the date of transfer, againt registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale, which will be read out by the Sheriff immediately prior to the sale, may be inspected at his office.

Dated at Cape Town on the 17th day of May 1994.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. I. Klitzner/FS.)

Case 29780/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Adfin (Pty) Ltd,** trading as Rand Trust, Plaintiff, and **Mogamat Sultan,** trading as Highway Motors, Defendant

The following property will be sold in execution at the site, on Tuesday, 28 June 1994 at 15:00, to the highest bidder:

Erf 86, Firgrove, situated in the Local Area of Macassar, Division of Stellenbosch, extent 577 (five hundred and seventy-seven) square metres, held by Deed of Transfer 40451/1987, situated at 1 Seventh Street, Firgrove.

1. The following improvements are reported but not guaranteed: With a dwelling thereon.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved 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, Somerset West.

Dated at Cape Town on this 3rd day of May 1994.

A. G. M. van Rensburg, for Adfin (Pty) Ltd, trading as Rand Trust, Manager for Plaintiff, 130 Adderley Street, Cape Town, 8001.

Case 5712/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUSTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Desmond Scheepers** and **Sharadene Lavinia Scheepers**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 11 July 1994 at 09:00, to the highest bidder:

Erf 726, Blue Downs, in extent 205 square metres, held by T29949/1988, situated at 20 Lohr Crescent, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1372/104356/gl.)

Case 2174/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Achmat Fortune**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 6 July 1994 at 10:00, to the highest bidder:

Erf 10678, Grassy Park, in extent 257 square metres, held by T21151/1990, situated at 16A Park Crescent, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0893/104613/gl.)

Case 23355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **William Lesley Daniels** and **Norea Daniels**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 7 July 1994 at 10:00, to the highest bidder:

Erf 11757, Mitchells Plain, in extent 207 square metres, held by T60667/1992, situated at 58 Southern Cross Drive, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0673/104159/gl.)

Case 14042/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Willem Roelf** and **Marlene Charlotte Roelf**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 5 July 1994 at 11:00, to the highest bidder:

Remainder Erf 22270, Goodwood, in extent 382 square metres, held by T25023/1991, situated at 69 23rd Avenue, Elsie's River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1110/012196/gl.)

Case 9600/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Frederick Benjamin Joubert** and **Ursula Charmaine Joubert**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 4837, Blue Downs, in extent 353 square metres, held by T45582/1991, situated at 13 Vyeboom Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0783/102912/gl.)

Case 13238/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Kevin Glen Kruger** and **Sharon Elizabeth Kruger**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 4037, Blue Downs, in extent 267 square metres, held by T28559/1993, situated at 19 Speyer Drive, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0563/104070/gl.)

Case 33685/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Fuad Manuel**

The following property will be sold in execution at the site of the property, 54 Roberts Road, Woodstock, Cape, on Thursday, 7 July 1994 at 11:30, to the highest bidder:

Erf 119225, Cape Town at Woodstock, in extent 118 square metres, held by T41767/1993, situated at 54 Roberts Road, Woodstock, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms and bathroom/shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0520/104546/gl.)

Case 27712/88

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

ABSA Bank Limited, trading as United Bank *versus* **Kenneth George Smithdorf** and **Maureen Cecily Smithdorf**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 6 July 1994 at 10:00, to the highest bidder:

Erf 1595, Mandalay, in the Division of the Cape, in extent 451 square metres, held by T53430/1987, situated at 39 Ryan Ray, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D8U0493/104417/gl.)

Case 38063/90

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

ABSA Bank Limited, trading as United Bank *versus* **Mark Jerome Bruinders** and **Louise Ethel Veronica Bruinders**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 6 July 1994 at 10:00, to the highest bidder:

Erf 2017, portion of Erf 2028, Mandalay, in extent 495 square metres, held by T4403/1988, situated at 32 Ryan Way, Merrydale, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2237/100210/gl.)

Case 14675/91

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

In the matter between **Trevor Mostert,** Plaintiff, and **C. W. Pietersen,** Defendant

In the above matter a sale will be held on Tuesday, 28 June 1994 at 12:00, at the site; property is situated in Seventh Avenue, travelling down Perth Road in direction from Lower Arendes, turning right into Seventh Avenue it is the fourth house on left hand site, being:

Erf 8502, portion of Erf 1603, Grassy Park in the Local Area of Grassy Park, Cape Division, measuring 467 (four hundred and sixty-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 of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

One single dwelling built with brick walls under a tiled roof consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the sale and may be inspected prior thereto at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 6th day of May 1994.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 42196/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Adenaan Armien, Shariefa Armein** and **Gouwa Armien**

The following property will be sold in execution at the site of the property, 7 Norfolk Street, Maitland, Cape, on Thursday, 7 July 1994 at 12:30, to the highest bidder:

Erf 23500, Cape Town at Maitland, in extent 937 square metres, held by T45326/1993, situated at 7 Norfolk Street, Maitland, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling divided into three separate living-quarters: Three lounges, dining-room, three kitchens, eight bedrooms, two bathrooms, bathroom/toilet, two toilets and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0695/104169/gl.)

Case 47691/93

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

In the matter between **Eastern Province Building Society,** Plaintiff, and **Brian Michael Engelbrecht,** First Defendant, and **Yvonne Judy Engelbrecht,** 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 25 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, on Thursday, 30 June 1994 at 14:00, namely:

Section 25, 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 ST10099/1993, dated 20 August 1993.

Commonly known as 25 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise: Flat on the ground floor consisting of bedroom, kitchen, 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 (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 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:

Flat on the ground floor consisting of bedroom, 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 4th day of May 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 21764.)

Case 7133/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ndumiso Samuel Godlimpi,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 27 May 1993, the following immovable property will be sold in execution on Wednesday, 6 July 1994 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 989, Bhongweni, Administrative District of Mount Currie, in extent 308 (three hundred and eight) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 989, Bhongweni, Mount Currie, Kokstad, which property consists of land improved by a single-storey dwelling-house with garage attached under brick and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room and kitchen. The property is fenced on three sides and there are no outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Kokstad, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Kokstad, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of May 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Saak 111/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen **Clanwilliam Munisipaliteit,** Eiser, en **G. M. Cloete,** Verweerder

Neem kennis dat 'n veiling gehou sal word op Dinsdag, 21 Junie 1994 om 10:00, en op die plek te Gousblomlaan 33, Clanwilliam:

Erf 1291, Clanwilliam, geleë in die munisipaliteit Clanwilliam, administratiewe distrik Clanwilliam, groot 284 vierkante meter, gehou deur die Verweerder kragtens Transportakte T40546/89, gedateer 21 April 1989.

1. Die veiling is onderworpe aan die bepalings en word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende (1/10) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 16,25% (sestien komma twee vyf persent) en 7,25% (sewe komma twee vyf persent) kommissie met BTW daarop betaal word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): Woonhuis.

Die voorwaardes vir veiling wat onmiddellik voor die veiling deur die Balju uitgelees sal word, lê ter insae by Stone & Vennote asook die Balju te Visserstraat, Clanwilliam.

Vir verdere besonderhede kontak G. Spammer, Stone & Vennote, Hoofweg, Clanwilliam. [Tel. (027) 482-2171.]

Gedateer hierdie 23ste dag van Mei 1994.

G. Spammer, vir Stone & Vennote, Hoofweg, Clanwilliam. [Tel. (027) 482-2171.]

Case 10868/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Paul Douglas Barends** and **Iris Millicent Barends**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 27 June 1994 at 09:00:

Erf 2776, Eerste River, in the Local Area of Melton Rose, in extent 369 (three hundred and sixty-nine) square metres, held by Deed of Transfer T50122/89 and situated at 21 Tarpon Close, Silwood Heights, 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 lounge, kitchen, three bedrooms, bathroom, shower 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 Bellville on the 23rd day of May 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W14886.)

Case 13265/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Piet Boois** and **Anna Boois**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 27 June 1994 at 09:00:

Erf 694, Blue Downs, in the Local Area of Lower Kuils River 1, in extent 205 (two hundred and five) square metres, held by Deed of Transfer T62362/88, and situated at 3 Kurze Road, Silversands, Kuils River, 7580.

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 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 the 23rd day of May 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W15711.)

Saak 5383/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **NBS Bank Beperk,** Eiser, en **Schönfeldt Familie Trust,** Verweerder

1. Geliewe kennis te neem dat die eiendom hieronder vermeld, deur die Balju, Somerset-Wes, op 28 Junie 1994 om 16:00, te Boschendalweg 10, Somerset-Wes, aan die hoogste bieder verkoop sal word. Die eiendom is bekend as Erf 10107, Somerset-Wes, geleë te Boschendalweg 10, Somerset-Wes.

2. Daar is geen verbeterings aan die perseel nie.

3. *Betaling:* 10% (tien persent) van die koopprys moet ten tyde van die verkoping kontant of per deposito-nemende instelling gewaarborgde tjek betaal word en die balans plus rente teen die heersende koers van 16% (sestien persent) bereken vanaf die veilingsdatum tot datum van oordrag, welke bedrag deur 'n goedgekeurde bank- of bouvereniging binne 30 dae van die veiling gewaarborg moet word.

4. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Somerset-Wes.

Gedateer te Strand hierdie 24ste dag van Mei 1994.

W. P. Holder Boiskin & Viljoen, Van der Stelgebou, Gallowayplein, Strand.

Saak 2601/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Fidelity Bank Beperk,** voorheen Oostelike Provinsie Bouvereniging, Eiser, en **Nkululeku Herbert Mditshwa,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 28 Junie 1994 om 12:00, op die plek te Tweede Laan 61, Kraaifontein:

Erf 2515, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou deur die Verweerder kragtens Transportakte T92415/93, gedateer 29 November 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,25% (vyftien komma twee vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit 'n portaal, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, motorhuis en buitetoilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 23ste dag van Mei 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Saak 2454/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Fidelity Bank Beperk,** voorheen Oostelike Provinsie Bouvereniging, Eiser, en **Henry Horn,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 29 Junie 1994 om 12:00, op die plek te Buitendachtstraat 4, Monte Vista:

Erf 743, Goodwood, in die munisipaliteit Goodwood, afdeling Kaap, groot 697 vierkante meter, gehou deur die Verweerder kragtens Transportakte T94540/93, gedateer 6 Desember 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 14,8% (veertien komma agt persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sit-/eetkamer, drie slaapkamers, kombuis, een en 'n half badkamers, aparte toilet, motorhuis en swembad.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Goodwood, Eppinglaan, Elsiesrivier, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 24ste dag van Mei 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Case 16814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Sindile Jackson Tsana** and **Sandiswa Valentia Tsana**

In pursuance of a judgment dated 16 June 1993, and an attachment on 23 July 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, 24 June 1994 at 14:15:

Erf 371, Motherwell NU4, in the Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 52 Bikana Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 20 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15003/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Jamani Rafani**

In pursuance of a judgment dated 16 June 1993 and an attachment on 26 July 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, 24 June 1994 at 14:15:

Erf 39720, Ibhayi, at Zwide, Administrative District of Port Elizabeth, in extent 299 (two hundred and ninety-nine) square metres, situated at 12 Bukani Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against trasfer to be secured by a gaurantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 20 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 13228/87

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

South African Permanent Building Society, Plaintiff, *versus* **Martha Maria Petronella Armstrong,** formerly Visser, born Fourie, First Defendant, and **Sophia Magdalena Gelderblom,** born Armstrong, Second Defendant

In pursuance of a judgment dated 12 April 1988 and an attachment on 25 August 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 24 June 1994 at 14:15:

Certain piece of land situated in the Municipality of the City of Port Elizabeth, Division of Port Elizabeth, being Erf 2757, Korsten, measuring three hundred and thirty-three (333) square metres, situated at 9 Frost Lane, Sidwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 18 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 17534/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited *versus* **Deon Richard Henry Tobias** and **Christelle Tobias**

In pursuance of a judgment dated 18 July 1991, and an attachment on 24 May 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 24 June 1994 at 14:15:

Erf 11787, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, in extent 283 (two hundred and eighty-three) square metres, situated at 63 Prinsloo Street, Arcadia, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and dining-room.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 25 May 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 10107/93
PH 163

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Nedcor Bank,** handeldrywende as Nedbank, Eiser, en **Mr Gerald Henry Etchells,** Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak sal 'n verkoping gehou word op 28 Junie 1994 om 12:45, op die perseel, Yorkstraat 46, Windsor Park, Kraaifontein, van die ondergemelde eiendom:

Sekere Erf 12606 ('n gedeelte van Erf 276), Kraaifontein, in die munisipaliteit Kraaifontein, Registrasieafdeling, Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, geleë te Yorkstraat 46, Windsor Park, Kraaifontein.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak bestaande uit sitkamer, kombuis, badkamer, toilet en suite, motorhuis.

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

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

J. Gray, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5313, Johannesburg. (Tel. 833-6000.) (Verw. mnr. Rens/bt/RNE 067.)

Case 179/94

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Sathie Naidoo,** and **Ambigai Naidoo,** Defendants

The following property will be sold in execution, voetsoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 6 July 1994 at 10:00:

Erf 1344, Zeekoevlei, in the Municipality of Cape Town, Administrative District of Cape Town, in extent 684 square metres, also known as 7 Dikkop Close, Pelican Park.

Conditions:

1. The follwoing information is furnished, but not guaranteed: Vacant land.

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 conditons of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 23rd day of May 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 1573/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Fidelity Bank Limited** (incorporating Eastern Province Building Society), Plaintiff, and **George Cornelius Deyzel,** Defendant

In pursuance of a judgment of the above Honourable Court dated 2 February 1994, and an attachment in execution dated 21 February 1994, the following propertuy will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 24 June 1994 at 15:00:

Erf 1658, Hunters Retreat, in the Municipality and Division of Port Elizabeth, in extent 800 (eight hundred) square metres, situated at 113 Caledon Street, Sherwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth, Tel. 55-1300.

Terms: 10% (ten per cent) and deputy Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance on the date of sale, the balance against transfer, to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 24th day of May 1994.

C. S. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. C. Beyleveld.)

Case 1300/93

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

ABSA Bank Limited, trading as United Bank, versus **Hilton Hendricks**

The following property will be sold in execution by public auction held at 263 Grosvenor, Wesfleur, Atlantis, to the highest bidder, on 29 June 1994 at 10:00:

Erf 4311, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T70868/90, situated at 263 Grosvenor, Wesfleur, 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: Lounge, three bedrooms, bathroom/toilet and kitchen.

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 19th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2450/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, versus **Titus Christiaan Hendricks,** and **Marlene Ann Hendricks**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 27 June 1994 at 09:00:

Erf 412, Kleinvlei, in the local area of Blue Downs, Division of Stellenbosch, in extent 484 (four hundred and eighty-four) square metres, held by Deed of Transfer T66401/88, situated at 52 Poplar Street, Melton Rose, Kleinvlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge/dining-room, kitchen, three bedrooms, bathroom, separate toilet and single garage attached.

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 18th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16274/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Frank Cecil Hans,** and **Agnes Anetta Hans**

The following property will be sold in execution by public auction held at 10 Queens Way, Matroosfontein, to the highest bidder, on 28 June 1994 at 11:00:

Erf 648, Matroosfontein, in the Local Area of Matroosfontein, Cape Division, in extent 474 (four hundred and seventy-four) square metres, held by Deed of Transfer T32489/74, situated at 10 Queens Way, Matroosfontein.

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, five bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 23rd day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 19062/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

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

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 6 September 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf by die perseel te Phillipstraat 9, Parowvallei, per publieke veiling te koop aangebied op 1 Julie 1994 om 11:45:

Erf 10762, Parow, ook bekend as Phillipstraat 9, Parowvallei, afdeling Kaap, groot 598 vierkante meter, gehou kragtens Transportakte T75951/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 23 Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN332.)

Case 7702/92

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

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Christopher Jacobus Wepener,** Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged property on 30 June 1994 at 12:00, to the highest bidder, namely:

Erf 18818, Goodwood, situated in the Local Area of Elsie's River, Cape Division, in extent 533 square metres, held by Deed of Transfer T19066/84, situated at 84 Connaught Road, Elsie's River.

1. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling under an asbestos roof built of brick walls comprising lounge, kitchen, three bedrooms, bathroom, w.c. and store-room.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 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.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Goodwood.

Dated at Cape Town this the 20th day of May 1994.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., Third Floor, St Georges Centre, 13 Hout Street, Cape Town. (Tel. 23-1400.)

Case 1244/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Miss Vatiswa Bam,** Plaintiff, and **Mr Walton Vuyani Malusi,** Defendant

In pursuance of a judgment in the above Honourable Court, of 12 March 1993 and a writ of execution dated 22 April 1994, the following immovable property will be sold in execution on 29 June 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 3322, King William's Town, Municipality and Division of King William's Town, in extent 1 584 (one thousand five hundred and eighty-four) square metres, being 2 Winterberg Street, King William's Town, held by Deed of Transfer T1458/1991.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker's or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorney's offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 24th day of May 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Case 1432/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Thomas Andres Citto,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 8 March 1994, the following property will be sold in execution on Monday, 27 June 1994 at 10:00, to the highest bidder at 11 Invader Street, Rocklands, Mitchells Plain:

Certain Erf 13814, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 160 (one hundred and sixty) square metres, held by Deed of Transfer T57600/92, also known as 11 Invader Street, Rocklands, Mitchells Plain.

Consisting of two bedrooms, lounge, dining-room, toilet, bathroom and kitchen.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,5% (sixteen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim), from the date of sale to the date of transfer, against registration of transfer, which amounts gistration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Wynberg this 23rd day of May 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 9384/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mrs C. E. Slabber,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 3 May 1993, the undermentioned property will be sold in execution by the Sheriff, Magistrate's Court, East London, on Friday, 24 June 1994 at 11:00, to be held at the address reflected below, namely Longridge Farm, old Macleantown Road, District of East London, to the highest bidder:

Portion 6 (a portion of Portion 1) of Farm 812, Division of East London, measuring 62,7871 hectares, held under Deed of Transfer T2644/1990 (also known as Longridge Farm, old Macleantown Road, District of East London).

1. *Terms and conditions:*

1.1 The property shall be sold for cash to the highest bidder without reserve, subject to the terms and conditions set out in the conditions of sale.

1.2 The sale will be subject to payment of 10% (ten per centum) of the purchase price of the property on the date of the sale and a bank or building society guarantee to be furnished within 14 (fourteen) days of date thereof, securing payment of the balance.

3.3 The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the Sheriff of the Magistrate's Court, 4 Buffalo Street, East London.

Dated at East London this 23rd day of May 1994.

Marshall & Kaplan Inc., Plaintiff's Attorneys, 28 King Street, Southernwood, East London.

Saak 10188/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Nico Neethling,** handeldrywende as Neethling Bouers, Eksekusieskuldeiser, en **L. A. van der Merwe,** Eerste Eksekusieskuldenaar, en **M. van der Merwe,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof gedateer 28 September 1993, sal die volgende eiendom in eksekusie verkoop word op Woensdag, 29 Junie 1994 om 10:00, op die perseel te Ravleestraat 12, Protea Hoogte, Brackenfell, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Erf 2449, Brackenfell, geleë in die Munisipaliteit van Brackenfell, groot 750 (sewehonderd-en-vyftig) vierkante meter, gehou kragtens Transportakte T64609/89.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie:

Op die perseel is: 'n Enkelvlakwoonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en enkel motorhuis. Die konstruksie is van baksteen met teëldak.

Die eiendom kan inspekteer word in oorleg met Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 5% (vyf persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof, binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

20 Mei 1994.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. L. Kirsten/N89.)

Case 17611/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Saambou Bank Limited,** Execution Creditor, and **George Eric Holloway,** Execution Debtor

The following property will be sold in execution at the premises, namely 201 Heathrow, Constitution Street, Zonnebloem, on Tuesday, 28 June 1994 at 11:30, to the highest bidder.

1. *Unit 46,* as shown and more fully described on Sectional Plan SS223/1984 (SS110/1984) in the building or buildings known as Skyways, situate in the Municipality of Cape Town, in extent 18 (eighteen) square metres, according to said sectional plan. Held according to Certificate of Registered Sectional Title ST223/84 (46) (Unit) dated 19 September 1984.

2. *Unit 136,* as shown and more fully described on Sectional Plan SS326/1984 (SS110/1984) in the building or buildings known as Skyways, situate in the Municipality of Cape Town, in extent 74 (seventy-four) square metres, according to said sectional plan. Held according to Certificate of Registered Sectional Title ST326/84 (136) (Unit) dated 12 December 1984.

Also known as 201 Heathrow, Constitution Street, Zonnebloem.

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Flat: Three bedrooms, bathroom, toilet, lounge/dining-room, kitchen and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 17% (seventeen per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Cape Town.

Dated at Cape Town on this 6th day of May 1994.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/d/2070 51230.)

Case 9366/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Patricia Mathilda Jacobie,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 1 June 1993, the following property will be sold in execution on Wednesday, 29 June 1994 at 10:00, to the highest bidder in front of the Courthouse, Magistrate's Court, Wynberg:

Certain Erf 816, Weltevreden Valley, in the Local Area of Weltevreden Valley, Division of Cape, measuring 318 (three hundred and eighteen) square metres, held by Deed of Transfer T22446/92, also known as 79 Broadway Circle, Westgate, Mitchells Plain, consisting of brick dwelling under a tiled roof and consisting of two bedrooms, bathroom, kitchen and lounge.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18,5% (eighteen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 19th day of May 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 18526/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Leslie Smiedt,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape dated 24 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 7 July 1994 at 10:30:

1. A unit consisting of:

(a) Section 15, as shown and more fully described on Sectional Plan SS60/1980, in the building or buildings known as Merton Mews, situated at Cape Town, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan is 111 (one hundred and eleven) 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.

2. One half share in a unit consisting of:

(a) Section 12, as shown and more fully described on Sectional Plan SS60/1980 in the building or buildings known as Merton Mews, situated at Cape Town, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan is 38 (thirty-eight) 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.

3. A unit consisting of:

(a) Section 34, as shown and more fully described on Sectional Plan SS60/1980 in the building or buildings known as Merton Mews, situated at Cape Town, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan is 8 (eight) 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: 101 Merton Mews, Arthurs Road, Sea Point.

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, kitchen, two bedrooms, one and a half bathrooms, w.c., maids' quarters under main building and half share of 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, 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 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 the 20th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2155/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Neatshire Property Investments CC,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 26 July 1883, the following properties will be sold in execution on Wednesday, 6 July 1994 at 09:00, to the highest bidder at the site of the property, Erf 8617, Fish Hoek:

Certain:

1. Erf 8617, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 596 (five hundred and ninety-six) square metres.

2. Erf 8618, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T4764/92 and T4765/92 respectively.

Consisting of Vacant land.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder, and of the title deeds of the properties and the properties will, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 17th day of May 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 2676/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and
Johanna Helene van den Heever, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Somerset West, on 28 June 1994 at 10:00:

Erf 3359, Macassar, in the Local Area of Macassar, Administrative District of Stellenbosch, in extent 275 square metres, also known as 5 Cheetah Street, Macassar.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three bedrooms, bathroom, toilet and carport.

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 11th day of May 1994.

Balsille Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 12174/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Die Trustees van die Michaelhouse Trust,** Eerste Verweerder, **Wynnefield Investments CC,** Tweede Verweerder, **Peter Derek Michaels,** Derde Verweerder, en **Estelle Joan Michaels,** Vierde Verweerder

Geliewe kennis te neem dat die onderstaande eiendomme van die derde Verweerder op 29 Junie 1994 om 13:00, by die eiendom te Hoofweg 156, Lakeside, Kaapstad, te koop aangebied word:

(a) Erf 93956, Kaapstad te Muizenberg, in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 522 vierkante meter, gehou kragtens sertifikaat van Transportakte T46731/1989.

(b) Erf 93957, Kaapstad te Muizenberg, in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 527 vierkante meter, gehou kragtens sertifikaat van Transportakte T46732/1989.

(c) Erf 93958, Kaapstad te Muizenberg, in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 3186 vierkante meter, gehou kragtens sertifikaat van Transportakte 46733/1989.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting ten opsigte van die geboue daarop voorsien:

1. Twee geboue bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer/kombuis en motorhuis.

2. Die hoofgebou bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, spens, solder en twee motorhuise.

Hierdie eiendomme sal verkoop word onderhewig aan die regte van bestaande huurders, indien enige.

'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, Simonstad, 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, Simonstad, telefoonnommer 786-1576.

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

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) [Verw. H. Rubidge/es(PN).]

Saak 8163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Boland Bank Beperk,** Eiser, en **A. K. Booley,** handeldrywende as Booley's Transport, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 20 April 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 4 Julie 1994 om 10:00, op die perseel te Marsweg 11A, Surray Estate, Athlone, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Een-halwe aandeel in Erf 115231, in die munisipaliteit Kaapstad, afdeling Kaap, groot 429 vierkante meter, gehou kragtens Transportakte T39485/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, toilet, badkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow; en/of die Balju, T. C. Botha, Electricweg 9, Wynberg. (Tel. 761-3439.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans van koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow; en/of die Balju, T. C. Botha, Electricweg 9, Wynberg. (Tel. 761-3439.)

Gedateer hierdie 18de dag van Mei 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2135.)

Case 11979/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Paul Calvin Jordan**

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, 10 Van Breugel Street, Bothasig, 7441, on Wednesday, 29 June 1994 at 11:00:

Erf 6769, Milnerton, in the Municipality of Milnerton, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T30864/80 and situated at 10 Van Breugel Street, Bothasig, 7441.

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, Goodwood.

2. The following improvements on the property are reported but nothing is guaranteed:

A dwelling comprising lounge, dining-room, kitchen, two bedrooms, flatlet, 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 18th day of May 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20901.)

Case 7417/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Lesley George Henry Engelbrecht** and **Eugemia Jacinda Peterson**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 27 June 1994 at 09:00:

Erf 2362, Portion of Erf 1460, Scottsdene, in the Local Area of Scottsdene, in extent 334 (three hundred and thirty-four) square metres, held by Deed of Transfer T75004/91 and situated at 10 Newport Street, Bernadino Heights, 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 lounge, kitchen, dining-room, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 18th day of May 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W13604.)

Case 10874/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Antonio Michael Africa** and **Dawn Charlene Africa**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 893, Kleinvlei, in extent 569 square metres, held by T10225/1989, situated at 121 Da Gama Street, Forest Glade, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, 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 date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1276/103265/gl.)

Case 11/1994

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Estelle Pietersen**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 1943, Blue Downs, in extent 260 square metres, held by T25390/1993, situated at 3 Paris Maro, The Conifers, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, 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 date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0714/104194/gl.)

Case 14913/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Clarence Dominic Noble** and **Mary Josephine Noble**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 8620, Kuils River, in extent 442 square metres, held by T54576/1990, situated at 72 Highbury Road, Highbury, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0451/103942/gl.)

Case 14295/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Gale Elizabeth Koopman**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 July 1994 at 09:00, to the highest bidder:

Erf 2293, Kleinvlei, in extent 585 square metres, held by T17662/1990, situated at 3 Saffier Crescent, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1535/104558/gl.)

Case 20661/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Muriel Pecar**

The following property will be sold in execution at the site of the property, 3 Tambotie Crescent, Durbanville, Cape, on Monday, 4 July 1994 at 10:00, to the highest bidder:

Erf 3259, Durbanville, in extent 1 234 square metres, held by T65349/1989, situated at 3 Tambotie Crescent, Durbanville, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/shower/toilet, toilet, single garage, two car-ports and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim, from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0471/104489/gl.)

Case 2259/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Isaac Olivier** and **Sabina Gertruida Racheal Olivier**

The following property will be sold in execution at the site of the property, 9 Second Street, Tennantville, Stellenbosch, Cape, on Tuesday, 5 July 1994 at 09:00, to the highest bidder:

Erf 9720, Stellenbosch, in extent 211 square metres, held by T56099/1988, situated at 9 Second Street, Tennantville, Stellenbosch, 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 18,5% (eighteen comma five per centum) per annum, calculated on the Judgment Creditor's claim, from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0317/103873/gl.)

Case 10014/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Matthew Simons,** First Defendant, and **Mrs Katie Simons,** Second Defendant

In pursuance of a judgment of the above Court, dated 8 June 1992 and attachment in execution dated 25 August 1993, the following immovable property will be sold at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, on Thursday, 7 July 1994 at 11:00:

Erf 0016023, Uitenhage, Administrative District of Uitenhage, situated at 9 Frankolin Drive, 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 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% (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 this 23rd day of May 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. COLL/Mrs Hodge.)

Case 13927/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

Combined Mortgage Nominees (Pty) Limited *versus* **44 Burns Road CC**

The following property will be sold in execution by public auction held at Luxor Flats, 40–44 Oosterlig Street, Strand, to the highest bidder on 24 June 1994 at 11:00:

Erf 2307, The Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 1 995 (one thousand nine hundred and ninety-five) square metres, held by Deed of Transfer T45826/93, situated at Luxor Flats, 40–44 Oosterlig Street, Strand.

1. The following improvements on the property are reported, but nothing is guaranteed, namely a block of flats consisting of two storeys, seven units upstairs and five downstairs and two shops.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court, 107 Boland Bank Building, Main Road, Strand.

Dated at Cape Town on this 19th day of May 1994.

T. M. C. Chase, for Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 24204/88

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Santambank Beperk,** Eksekusieskuldeiser, en **Dahir Amer,** Eksekusieskuldenaar

Ter uitvoering van die vonnis van die Landdroshof, Wynberg gedateer 15 Januarie 1993, sal die onroerende goed hieronder beskryf op Donderdag, 30 Junie 1994 om 11:00, op die perseel te Marlinweg 34, Matroosfontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

Woonhuis met baksteenmure en geteëlde dak bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en aparte toilet, ook bekend as Marlinweg 34, Matroosfontein.

Erf 1446, Matroosfontein, Kaapse Afdeling, groot 890 vierkante meter, gehou kragtens Transportakte T47728/1987.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 17% (sewentien persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Goodwood.

Afslaer: Balju van die Landdroshof, Goodwood.

Gedateer te Goodwood hierdie 19de dag van Mei 1994.

P. F. Vos, vir Visagie, Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221) (Verw. PFV/rdw/S.584.)

Case 946/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Riaan Paul van der Walt** and **Maria Elizabeth van der Walt**

The following property will be sold in execution by public auction held at 33 Villiers Street, Bredasdorp, to the highest bidder, on 1 July 1994 at 11:00:

Erf 311, Bredasdorp, a portion of Erf 306, Bredasdorp in the Municipality and Division of Bredasdorp, in extent 717 (seven hundred and seventeen) square metres, held by Deed of Transfer T20564/86, situated at 33 Villiers Street, Bredasdorp.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, laundry, shower/toilet, bathroom/toilet and double garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of May 1994.

Buchanan, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 21519/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **B. B. & S. Williams,** Mornaystraat 163, Ravensmead, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 15 November 1991 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Mornaystraat 163, Ravensmead, per publieke veiling te koop aangebied op 1 Julie 1994 om 11:00:

Erf 14892, Parow, ook bekend as Mornaystraat 163, Ravensmead, afdeling Kaap, groot 618 vierkante meter, gehou kragtens Transportakte T12033/76.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20,25% (twintig komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op hede die 20ste dag van Mei 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EWN094.)

Saak 1768/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk,** Eiser, en **Robert Collins,** Eerste Verweerder, **Minnie Collins,** Tweede Verweerder, **John Ralph Massen,** Derde Verweerder, en **Roslin Massen,** Vierde Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Donderdag, 30 Junie 1994 om 10:00, te die Landdroskantoor, Paarl:

Erf 17535, Paarl, in die munisipaliteit en afdeling Paarl, groot 388 vierkante meter, gehou kragtens Transportakte T38694/1990, synde 'n woonhuis geleë te Shirazstraat 40, Nederburg Heights, Paarl.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Landdroshofwet en die reëls daarvolgens uitgevaardig en van die titelbewys in so verre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 17,25% (sewentien komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Saak 115/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES

In die saak tussen **Transnet Beperk,** Eiser, en **Hendrik Booysen,** Verweerder

Ingevolge 'n vonnnis van die Hof van die Landdros van Barkly-Wes, en 'n lasbrief vir eksekusie gedateer 25 Maart 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Barkly-Wes, op Woensdag, 29 Junie 1994 om 10:00:

Sekere Erf 2222, Barkly-Wes, geleë in Barkly-Wes-dorpsgebied, 5 in die munisipaliteit en administratiewe distrik Barkly-Wes, groot 370 vierkante meter, gehou kragtens Akte van Transport T2321/91, ook bekend as Poppystraat 15, De Beershoogte, Barkly-Wes.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, kombuis, sitkamer en badkamer, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Barkly-Wes en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eise se Prokureurs, Permanentgebou, Jonesstraat, Kimberley.

Case 46736/92

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Peter Martin Ulrich Lahusen,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 7 July 1994 at 12:00:

Erf 2158, Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 4 023 square metres, also known as 4 Albrecht Place, Constantia.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with four bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 19th day of May 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 670/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Angeline Zaal**

The following property will be sold in execution by public auction held at Somerset West Court, to the highest bidder on 28 June 1994 at 14:00:

Erf 3489, Macassar, situate in the local area of Macassar Administrative District of Stellenbosch, in extent 224 (two hundred and twenty-four) square metres, held by Deed of Transfer T8088/89, situate at 12 Belvedere Street, Macassar, Somerset West.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

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 6th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 414/93

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* **Boudewyn Homberg de Vries** and **Jo-Ann Spratt de Vries**

The following property will be sold in execution by public auction held at 144 Hill Street, Kraaifontein, to the highest bidder on 28 June 1994 at 10:30:

Erf 7238, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 540 (five hundred and forty) square metres, held by Deed of Transfer T66716/91, situate at 144 Hill Street, Kraaifontein.

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 6th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13452/93

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* **Robert Jonathan Lubbe**

The following property will be sold in execution by public auction held at 8 Doringhoek Street, North Pine, Brackenfell, to the highest bidder on 28 June 1994 at 09:30:

Erf 5287, Brackenfell, situate in the Scottsdene local area of Stellenbosch Division, in extent 203 (two hundred and three) square metres, held by Deed of Transfer T3292/90, situate at 5 Doringhoek Street, North Pine, Brackenfell.

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 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 6th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8309/93

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 **Henricus Johannes Becker,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 7 October 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 5 July 1994 at 11:00:

Erf 3537, Brackenfell, in the Municipality of Brackenfell, Stellenbosch Division, in extent 792 (seven hundred and ninety-two) square metres.

Street address: 3 Impala Street, Ruwari, Brackenfell.

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, one and a half bathrooms, kitchen, dining-room, TV-room, lounge, braai, swimming-pool, double garage and granny flat.

(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 15,75% (fifteen comma seven 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 the 18th day of May 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 7537/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **N.B.S. Bank Beperk,** Eksekusieskuldeiser, en **mev. Erica M. Claassen,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 24 Januarie 1994 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 28 Junie 1994 om 10:00, te Montagustraat 15, Wesfleur, Atlantis, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van bogemelde Balju:

Sekere Erf 4902, Wesfleur, Atlantis, in die voorstad Atlantis, Registrasieafdeling Kaap, groot 595 vierkante meter, ook bekend as Montagustraat 15, Wesfleur, Atlantis.

Na bewering is die eiendom woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000, en 'n minimum van R200 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,50% (agtien komma vyf nul persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde Skuldeiser, naamlik N.B.S. Bank Beperk in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 16de dag van Mei 1994.

Pierre du Plessis & Mostert, Prokureur vir Skuldeiser, Veritasgebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7300.

Case 11370/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Abrey Benjamin Neethling** and **Denise Sophia Neethling**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 29 June 1994 at 10:00:

Erf 22363, Mitchells Plain, in the Municipality of Cape Town, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T45981/92, and situated at 67 Klipspringer Street, Eastridge, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per 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 11th day of May 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19421.)

Case 1863/94

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* **Mogomat Cassiem Williams** and **Zureena Williams**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 27 June 1994 at 10:00:

Erf 1301, Weltevreden Valley in the Local Area of Weltevreden Valley, Cape Division, in extent 478 (four hundred and seventy-eight) square metres, held by Deed of Transfer T67153/89, situated at corner of 23 Eland and Loftus Roads, The Leaques, 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 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 13th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5075/92

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Judgment Creditor, and **David J. Abrahamse,** First Judgment Debtor, and **Brenda J. Abrahamse,** Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl and writ of execution dated 2 August 1993, the following property will be sold in execution at the Court-house, on Tuesday, 28 June 1994 at 11:00, to the highest bidder:

Certain: Erf 16656, Paarl, in the Municipality and Division of Paarl, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T39699/91, also known as 79 Symphony Avenue, Groenheuwel, Paarl.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed:

Lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19% (nineteen per centum) per calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Verw. Z. K. Meyer.)

Case 4951/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Clive Adonis** and **Kathleen Adonis**

The following property will be sold in execution by public auction held at 5 Calendula Crescent, Groenheuwel, Paarl, to the highest bidder on 27 June 1994 at 10:00:

Erf 17809, Paarl, in the Municipality of Paarl, Division of Paarl, in extent 235 (two hundred and thirty-five) square metres, held by Deed of Transfer T71488/91, situated at 5 Calendula Crescent, Groenheuwel, Paarl.

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 lounge/kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 16th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 72/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bonisile Rogers Ngqawana,** Defendant

In pursuance of a judgment dated 29 March 1994, and an attachment on 13 May 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 24 June 1994 at 14:15:

Erf 1752, Motherwell, NU6, Administrative District of Uitenhage, in extent 325 (three hundred and twenty-five) square metres, situated at 35 Mendu Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per cent) on first R20 000, and 3% (three per cent) on the balance are also payable on date of sale.

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

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak 1374/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Nasionale Media Beperk,** en **Suzanne Jordaan,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Ceres, gehou te Ceres, in bogemelde saak, sal 'n verkoping sonder reserwe, op die perseel, op 1 Julie 1994 om 11:00, gehou word op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Erf 1185/90, geleë te Ceres (ook bekend as Faurestraat 33, Ceres), groot 830 (agthonderd en dertig) vierkante meter, onderworpe aan sekere voorwaardes en serwitute en gehou kragtens Akte van Transport T2927/1986.

Die volgende inligting word verstrek, dog ten opsigte hiervan kan niks gewaarborg word nie:

Woonhuis met drie slaapkamers, kombuis, woonkamer, badkamer, toilet, motorhuis, waskamer en buitetoilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 dae na afloop van die veiling. Die voorwaardes van die verkoping kan in die kantoor van die ondergemelde afslaers tydens kantoorure besigtig word.

Gedateer te Ceres op hede die 24ste dag van Mei 1994.

P. J. Kotzé, vir Hauptfleisch & Kotzé, Prokureur vir Eiser, Voortrekkerstraat 85, Posbus 6, Ceres. [Tel. (0233) 21090.] (Verw. mnr. Kotzé/mr.)

Saak 605/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Andre Wilhelm Oosthuizen,** Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 1 Julie 1994 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling geregtelik verkoop word, naamlik:

Erf 6081, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai, groot 932 vierkante meter.

Verbeterings: Geen.

Verkoopvoorwaardes:

1. Die eiendom word voerstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oodrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings, diensgelde, Belasting op Toegevoegde Waarde, afslaerskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai op hierdie 26ste dag van Mei 1994.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

Saak 2717/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **Rudolf Marthinus van der Mescht,** Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 1 Julie 1994 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling geregtelik verkoop word, naamlik:

Erf 4333, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 862 (agthonderd twee-en-sestig) vierkante meter.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en enkelmotorhuis.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepaling van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een tiende $\frac{1}{10}$ van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings, diensgelde, Belasting op Toegevoegde Waarde, afslaerskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 26ste dag van Mei 1994.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

Case 15603/93
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 **Peter Jonathan Levey,** First Defendant, and **Cheryl Ann Levey,** 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 5 Hutchinson Road, Bergvliet, on Wednesday, 20 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, Maynard House, Maynard Road, Wynberg:

Erf 84171, Cape Town at Retreat, situated in the City of Cape Town, Cape Division, in extent 621 (six hundred and twenty-one) square metres, and situated at 5 Hutchinson Road, Bergvliet.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 160 (one hundred and sixty) square metre main dwelling consisting of a lounge/dining-room, kitchen, four bedrooms, bathroom, water closet, water closet with shower, a 43 (forty-three) square metre outbuilding consisting of a garage, servants' quarters, water closet, a laundry with shower and a swimming-pool.

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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Cape Town on this the 26th 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/S957/2566.)

Case 14558/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Albert Smith,** Plaintiff, and **Mrs G. Schwartz,** First Defendant, and **Mr G. Schwartz,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Kuils River, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Wednesday, 20 July 1994, at 10:00, at 10 Antares Lane, Fountain Village, Blue Downs, to the highest bidder:

Erf 6641, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T8478/1991, situated at 10 Antares Lane, Fountain Village, Blue Downs, Kuils River.

1. The following improvements are reported but not guaranteed: *Dwelling:* Three bedrooms, bathroom, toilet, lounge and kitchen.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance together with interest thereon at 16% (sixteen per centum) per annum from and including the date of sale to and including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Kessler & De Jager, Attorney/s for Plaintiff, 100 Voortrekker Road, Goodwood. (Ref. J. de Jager.)

Case 4117/93
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 **Shaun Louis Rai,** 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 13 Grand Street, Bernardino Heights, Scottsdene, on Tuesday, 19 July 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1087, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 440 square metres, and situated at 13 Grand Sreet, Bernardino Heights, Scottsdene.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 262 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, four bedrooms, two bathrooms with water closet, water closet and two garages.

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 30th 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/S1151/3177.)

Case 4578/94
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 **Fred Kuys,** 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 12 Pachena Point Drive, Plettenberg Bay, on Saturday, 23 July 1994 at 10:30, 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, 35 Market Street, Knysna:

Erf 1858, Plettenberg Bay, in the Municipality of Plettenberg Bay, Division of Knysna, and situated at 12 Pachena Point Drive, Plettenberg Bay.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 189 square metre main dwelling consisting of an entrance-hall, lounge, dining-room, family room, kitchen, pantry, three bedrooms, two bathrooms with water closets and showers, water closet and 57 square metre outbuilding consisting of two garages, servants' quarters and water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 30th 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/S1673/4265.)

Case 2869/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Rahco Developers CC** (CK87/20517/23), Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Kuils River, dated 30 March 1994 and a warrant of execution, the hereunder-mentioned property will be sold in execution on 29 June 1994 at 10:00, at the Magistrate's Court, Strand, to the highest bidder:

Erf 13941, the Strand, situated in the Municipality of the Strand, Division of Stellenbosch, measuring 420 (four hundred and twenty) square metres, or also known as South Fork Close, South Fork Extension 29, Strand.

Conditions of sale: 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 to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

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

The full 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, Strand.

Dated at Somerset West on this the 26th day of May 1994.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 49107/92

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

First National Bank *versus* **Mohammed Jonain Kahaar**

The property: Remainder Erf 1232, Ottery, in extent 1254 square metres, situated at Myrtle Grove, Strandfontein Road, Ottery/Wetton.

Improvements (not guaranteed): Single storey, brick walls, asbestos roof, three bedrooms, two toilets, two bathrooms, kitchen, lounge and garage.

Sale date: 28 June 1994 at 14:00. *Place of sale:* Myrtle Grove, Strandfontein Road, Ottery/Wetton.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Date: 13 May 1994.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 9637/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **J. P. Scheepers,** First Execution Debtor, and **L. Scheepers,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Wednesday, on 29 June 1994 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 45934, Mitchells Plain, in the Municipality of Cape Town, Cape Division, situated at 27 Britanica Way, Wavecrest, Strandfontein, measuring three hundred and ninety-six (396) square metres, held by Title Deed T48701/89.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25839.)

Case 4879/93

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), Execution Creditor, and **Cyprian M. J. Sikhwatha,** First Execution Debtor, and **Mrs B. Sikhwatha,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River in the above matter, a sale will be held on Friday, 1 July 1994 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 4371, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 8 Moorhen Crescent, Electric City, Blue Downs, measuring three hundred and twelve (312) square metres, held by Title Deed T73780/92.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25751.)

Saak 1728/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **P. B. Pieterse,** Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 24 Augustus 1993 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 24 Junie 1994 om 10:00, op die perseel van die Verweerder, naamlik:

Erf 6195, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, groot vyfhonderd en agtien (518) vierkante meter, gehou kragtens Transportakte T74615/88, ook bekend as Eerste Straat 4, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit: Sitkamer, kombuis, drie slaapkamers, badkamer met toilet, motorhuis en buitetoilet.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank of bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 17de dag van Mei 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123; Posbus 104, Oudtshoorn.

Saak 2427/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Marthinus Nicolaas Dawid Palm,** Eerste Verweerder, en **Maria Elizabeth Palm,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 9 Mei 1994, sal die Balju vir die Landdroshof voor die ingang van die Hof op Uitenhage, verkoop op Donderdag, 30 Junie 1994 op 11:00, die eiendom bekend as:

Erf 129, Despatch, in die Munisipaliteit van Despatch, afdeling Uitenhage, groot 942 (negehonderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte T58477/93, onderhewig aan die voorwaardes soos vervat in gemelde akte.

Voorwaardes:

1. Verkoping sonder behoud en voetstoots.

2. Koopsom betaalbaar kontant of behoorlike waarborg.

3. Besitname volgens onderlinge reëlings.

4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 27ste dag van Mei 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20; Posbus 12, Despatch.

Saak 4285/90

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipalitet van Despatch,** Eiser, en **A. J. Grundlingh,** Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 27 Julie 1990, sal die Balju vir die Landdroshof voor die ingang van die Hof op Uitenhage, verkoop op Donderdag, 30 Junie 1994, om 11:00, die eiendom bekend as:

Erf 587, Despatch in die Munisipaliteit van Despatch, afdeling Uitenhage, groot 892 (agthonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T10568/88.

Voorwaardes:

1. Verkoping sonder behoud en voetstoots.

2. Koopsom betaalbaar kontant of behoorlike waarborg.

3. Besitname volgens onderlinge reëlings.

4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 27ste dag van Mei 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20; Posbus 12, Despatch.

Case 29941/93

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

In the matter between **Jaymar Real Estate (Pty) Limited,** Plaintiff, and **G. W. D. Louw,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises, 11 Rivans Court, corner of Tygervalley and Alexandra Road, Parow, on 5 July 1994 at 10:00, of the following immovable property:

Section 16 in the scheme known as Rivans Court SS119/92 in the extent of 72 square metres held by Deed of Transfer ST11624/92, situated in the Ditrict of Bellville, consisting of a two-bedroomed flat, combined toilet and bathroom, kitchen and dining-room.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediatey prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated 1994.

A. Batchelor, Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town. (Ref. AB/tj/23906.)

Case 24921/94

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

In the matter between **Estate Late M. C. T. Heyd,** and **B. J. Coetzee**

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 9 July 1992, the following immovable property will be sold in execution on 27 June 1994 at 14:00, at 36 Garth Avenue, Sunnyside, Athlone, to the highest bidder, the property being more fully described as Erf 38107, Cape Town, at Athlone, in the City of Cape Town, Cape Division, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T23911/86 and situated at 36 Garth Avenue, Sunnyside, Athlone:

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, Wynberg, at 9 Electric Road, Wynberg.

2. The following improvements on the property are reported but not guaranteed: Single dwelling unit with zink walls under a zink roof comprising lounge, kitchen, three bedrooms with an outside toilet.

3. *Payment:* 10% (ten per centum) of the purchase price in cash on signature of the conditions of sale and the balance together with interest at 22% (twenty-two per centum) per annum on the balance purchase price from date of sale to date of registration of transfer to be secured by an approved bank or building society guarantee delivered within 14 (fourteen) days of the sale.

Dated at Cape Town this 20th day of May 1994.

Tennant & Co., Attorneys for Judgment Creditor, 86 St George's Street, Cape Town.

Case 15191/93

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

In the matter between **Electro Industrial Power Products Ltd,** Plaintiff, and **J. J. Loubser,** Defendant

Pursuant to the judgment of the above Court and writ of execution dated 8 April 1994, the undermentioned immovable property will be sold by public auction on Friday, 24 June 1994 at 10:00, at 69 Oldham Road, Parow, Cape, to the highest bidder:

Erf 6375, Parow, in the Municipality of Parow, Cape Division, measuring 595 square metres, held by virtue of Deed of Transfer T4200/93, known as 69 Oldham Road, Parow, Cape.

The following improvements are situated on the property, although in this respect nothing is guaranteed:

A dwelling under tiled roof comprising of three bedrooms, separate bathroom, toilet, sitting-room, dinning-room and garage.

Conditions of sale:

10% (ten per cent) and Sheriff of the Magistrate's Court, charges in cash 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 the bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Cape Town this 24th day of May 1994.

WV. Sutcliffe, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 1505 Pleinpark, Plein Street, Cape Town. (Ref. VS.CV.W40797.)

NATAL

Case 9226/94

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 **Visvanathan Sigamoney,** First Defendant, and **Kalyani Sigamoney,** Second Defendant

In pursuance of a judgment granted on 7 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 28 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 5714 (of 5579) of Chat Seven 14780, renumbered to Subdivision 5714 (of 5579) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 653 square metres.

Address: 127 Damarosa Crescent, Moorton, Chatsworth.

Improvements: Main building brick and tile, two 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, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011518.)

Case 16002/94

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 **Vasideva Rajaya Naidoo,** First Defendant, and **Leianvellie Naidoo,** Second Defendant

In pursuance of a judgment granted on 19 April 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 1 July 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Subdivision 1 of Lot 127, Atholl Heights, situated in the Borough of Westville, Administrative District of Natal, in extent 1 860 square metres.

Address: 49 Dunkeld Road, Westville, Durban.

Improvements: Brick under slate dwelling consisting of four bedrooms, two bathrooms, two toilets, hall and porch, lounge, dining-room, kitchen, outbuilding with single garage, with servants' quarter and toilet, swimming-pool and court-yard and brick paved.

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/05N225048.)

Case 5139/93

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

In the matter between **First National Bank,** Plaintiff, and **Susilkumar Naidoo,** First Defendant, and **Shalini Naidoo,** Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Chatsworth, held at Chatsworth, and a writ in execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 28 June 1994 in front of the Magistrate's Court, Chatsworth:

Description: Lot 466, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and seventy-seven (977) square metres.

Postal address: 19 Silverbank Road, Silverglen.

Improvements: Block under asbestos roof dwelling comprising of four bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: Garage, room, toilet and bathroom.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

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

Dated at Tongaat on this 17th day of May 1994.

Bala Naidoo & Co., Plaintiff's Attorneys, 10 Luxmi Court, 312 Main Road, Tongaat; c/o N.G. Pillay & Co., Suite 2A, Aboos Building, 262 Pelican Drive, Bayview, Chatsworth. (Ref. BN/dr/F001-243.)

Case 3598/94

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 **Rabia Bibi Hoosen,** Defendant

In pursuance of a judgment granted on 10 February 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 2022 (of 1900) of the farm Chat Seven 14780, renumbered to Subdivision 2022 (of 1900) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 209 square metres.

Address: Road 706, House 284, Montford, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, toilet, bathroom.

Outbuilding: Garage, room, 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, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011503.)

Case 1150/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **S. P. B. Mtolo,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 February 1994, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street (behind Masonic Lodge), Camperdown, Natal, to the highest bidder:

Ownership Unit 1324, Unit C, in the Township of Mpumalanga, District of Mpumalanga, Natal, in extent of four hundred and fifty-three (453) square metres, represented and described on Deed of Grant G004417/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit 1324, Unit C, Mpumalanga, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 25th day of May 1994.

Austen Smith, Plaintiff's Attorneys, 191 Pietermaritz Street, Pietermaritzburg. (Ref. G. R. Adie/vmh/K174.)

Case 21408/91

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

In the matter between **Mr Bernard Arnold Balkisson,** Execution Creditor, and **Mr Roychand Mohanlall,** First Execution Debtor, and **Mrs Reenawathee Mohanlall,** Second Execution Debtor

In pursuance of a judgment granted on 18 February 1992 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter dated 17 June 1992, 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, to the highest bidder:

Description: Lot 151, of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty-four (934) square metres, held by the First and Second Execution Creditors in their names under Deed of Transfer T8757/1992.

Postal address: 8 Greenview Road, Silverglen.

Improvements: Brick under tile roof dwelling comprising of five bedrooms, lounge, dining-room, kitchen, toilet and two toilets and bathroom.

Outbuildings: Two rooms, toilet and bathroom, double garage.

Zoning: Residential (the accuracy hereof is not guaranteed).

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bond or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Chatsworth, within 14 days after the date of sale.

3. 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 of the said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban this 25th day of May 1994.

Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKennak/cl/K.283.)

Case 1460/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ponf CC** (Reg. No. CK93/11960/23), First Defendant, and **Mr Sewvuthree Beeplall,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 29 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 24 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, namely:

Remainder of Lot 727, Berea West Extension 7, situated in the Borough of Westville, Administrative District of Natal, in extent 1 596 (one thousand five hundred and ninety-six) square metres, which property is physically situated at 8 Conway Road, Westville, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T31157/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, kitchen, dining-room, three bedrooms, bathroom/toilet/shower.

Outbuildings: Carport, garage, staffroom, toilet/shower and pool.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 16th 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/A332/030399/Mrs Chelin.)

Case 6486/92

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

In the matter between **Allied Building Society,** Execution Creditor, and **Bantubonke Nicholas Zuma,** Execution Debtor

In pursuance of a judgment granted on 13 April 1992, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 July 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg.

Description: Ownership Unit 1043, Unit BB, in the Township of Edendale East, District of Pietermaritzburg, in extent one thousand three hundred and sixteen (1 316) square metres.

Physical address: Unit 1043, Unit BB, Edendale East, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling built of block under tile consisting of lounge, dining-room, three bedrooms, bathroom, toilet and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's Attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen 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 or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of May 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 10953/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mandla Griffiths Ngcobo,** Defendant

In pursuance of a judgment granted on 12 February 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 June 1994 at 10:00, in front of the main entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 611, in extent 556 square metres, situated in the Township of Ohlange, held by Virtue of Deed of Grant GF13077/1990.

Physical address: Ownership Unit 611, Ohlange Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of single storey block and asbestos dwelling (42 square metres), comprising of kitchen, dining-room and two bedrooms. Municipal water supply—local authority, sanitation—pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Verulam this 6th day of May 1994.

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 10955/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mhlabunzima Abraham Dlamini,** First Defendant, and **Ntombizodwa Eugenia Dlamini,** Second Defendant

In pursuance of a judgment granted on 14 February 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the main entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 269, Unit B, in extent 550 square metres, situated in the Township of Inanda, held by Virtue of Deed of Grant GF4748/1986.

Physical address: Ownership Unit B269, Inanda Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of single storey face brick/brick/plaster and tile dwelling (76 square metres), comprising kitchen, dining-room, lounge, two bedrooms, bathroom, w.c.'s and garage (33,9 square metres). Municipal electricity and water supply—local authority, sanitation—septic tank.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 23% (twenty-three 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 Verulam this 6th day of May 1994.

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 4297/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Housing Company (Proprietary) Limited,** Plaintiff, and **Julius Mkhize,** Defendant

In pursuance of a judgment granted on 1 August 1990, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the main entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: Ownership Unit D1727, kwaMashu, a certain piece of land, being Ownership Unit 1727, Unit D, in extent 450 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB265/1983, held by virtue of Deed of Grant G001373/89.

Physical address: Ownership Unit D1727, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of double storey brick and tile dwelling (139 square metres ground floor) comprising kitchen, dining-room, lounge, four bedrooms, two bathrooms, w.c.'s, scullery, TV-room and double garage attached (41 square metres). Municipal electricity, water supply and sanitation—local authority.

Improvements: Verandah (25 square metres), first floor (122 square metres) and balcony (64 square metres).

And Ownership Unit C1931, kwaMashu. The property has been improved by the erection of a dwelling-unit thereon, consisting of single storey face brick and asbestos building used for trading purposes (shop 123,5 square metres). Municipal electricity, water supply and sanitation—local authority.

Improvements: Verandah (6,13 square metres).

Nothing is guaranteed in respect of such improvements on the properties.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen 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 properties is not guaranteed.

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

Dated at Verulam this 6th day of May 1994.

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 22732/93

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

In the matter between **Estate late H. G. H. Warr,** Plaintiff, and **Joyce Ntombikayise Nompumelo Zondi,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg dated 10 November 1993, the following property will be sold in execution on 1 July 1994 at 11:00, at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 179 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 641 (six hundred and forty-one) square metres, held under Title T28895/1992.

The postal address of the property is 10 William Calder Place, Pietermaritzburg.

Improvements on the property consist of the construction of a residential dwelling thereon.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds, in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission 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 of the Court within ten (10) days of the date of sale.

3. Transfer shall be effected by the Plaintiff's conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said conveyancers.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 23rd day of May 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. MVS/ur/G.30.)

Case 24951/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Charles Peter Greenwood Elliott,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 October 1993, the following immovable property will be sold in execution on Friday, 8 July 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 10 of Lot 2004, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and twelve (512) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 15 Polo Avenue, Central North, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and corrugated iron comprising four bedrooms, bathroom, w.c., lounge, dining-room, kitchen, pantry and verandah. Outbuilding consists of two servants' quarters, shower and no garage.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 23rd day of May 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 8013/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Arthur Landers,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 May 1993, the following immovable property will be sold in execution on Friday, 8 July 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 557 of 181, of the farm Bishopstowe 2578, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and ninety-one (391) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 22 Gordon Everton Road, Glenwood, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under block and tile comprising three bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 23rd day of May 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 6970/94

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Thulisile Joyce Mtshali,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 21 April 1994, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 55 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and twenty-four (224) square metres, situated at 20 Sarojini Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen, lounge and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of May 1994.

Tatham Wilkens & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 4044/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Robert Christopher Brighton,** First Defendant, and **Lita Rosa Brighton,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Wednesday, 23 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Empangeni, in front of the Magistrate's Court, Justice Street, Empangeni, Natal, on Tuesday, 28 June 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 33 Knutzen Street, Empangeni, Natal, namely:

Lot 2365, Richards Bay Extension 12, situated in the Borough of Richards Bay, Administrative District of Natal, in extent one thousand (1 000) square metres, which property is physically situated at 2 Piranha Plaat, Richards Bay, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T11992/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house brick under tile consisting of an entrance hall, porch, lounge, dining-room, study, kitchen, scullery, dressing-room, three bedrooms, bathroom, shower and a toilet and a verandah.

There is an outbuilding consisting of a staffroom, a laundry, two garages, a toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All curret and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per centum), per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 20178/91

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Mustafa Peterson,** First Execution Debtor, and **Sheila Petersen,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17 October 1991, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 302, of 301, of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and fifty-three (353) square metres, situated 6 Deodar Place, Eastwood, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of three bedrooms, bathroom, kitchen and lounge.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fouteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 10th day of May 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 5765/94

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Shaik Mohamed Sadick,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 March 1994, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 45, of Lot 1861, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 989 (nine hundred and eighty-nine) square metres, situated at 22 Mason Road, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under iron roof, consisting of two bedrooms, bathroom, kitchen, lounge, study and garage.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fouteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 25867/90

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Siphiwe Richard Khanyile,** First Execution Debtor, and **Ntombifikile Beauty Khanyile,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 15 January 1991, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 2713 (Imbali II) in the Township of Edendale - DD, District of Pietermaritzburg, in extent three hundred and forty-five (345) square metres, represented and described on General Plan PB73/1980, situated 1796 Ngwemabala Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but not guaranteed:

A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen and lounge.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 24th day of May 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1107/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Felicity Ann Raleigh,** First Execution Debtor, and **Christopher John Raleigh,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 7 June 1993, the following immovable property will be sold in execution on 24 June 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 706, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand six hundred and seventy-two (1672) square metres, situated at 5 Sanders Road, Scottsville, Pietermaritzburg.

The following information is furnished regarding the property, but not guaranteed:

A single-storey dwelling-house constructed of brick under iron roof, consisting of five bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family room, three garages and servants' quarters.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 25th day of May 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 3789/94

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

In the matter between **D. H. Lowe & Associates,** Execution Creditor, and **Peter Weis,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Pietermaritzburg, in the above matter, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court at Howick on 24 June 1994 at 10:00, at 12 Campbell Road, Howick, without reserve, to the highest bidder subject to conditions, which will be read out by the auctioneer at the sale:

Subdivision 36 (of 5) of the farm Dargle 913, situated in the Administrative District of Natal, in extent 24,119 hectares.

The following information is furnished but not guaranteed:

1. The property is agricultural property.

2. The property is situated on the road between Dargle and Impendle and is approximately 2,5 kilometres from Howick.

3. The property has the following improvements erected thereon:

Farmhouse and shed, smallholding divided into paddocks.

4. The detailed conditions of sale in respect of the above property may be inspected at the office of the Sheriff of the Howick Magistrate's Court.

Dated at Pietermaritzburg on this the 24th day of May 1994.

David Hardwicke Lowe, for D. H. Lowe & Associates, Plaintiff's Attorney, 151 Pietermaritz Street, Pietermaritzburg. (Tel. 94-7061.) (Ref. D. H. Lowe/djh.)

Case 1057/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Thobelinkosi Tobias Shabalala,** Execution Debtor

In pursuance of a judgment granted on 28 March 1994, in the Magistrate's Court for the District of Inanda Area 1, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownerhip Unit K2213, in the Township of kwaMashu, District of Ntuzuma, in extent three hundred and thirteen (313) square metres, represented and described on General Plan PB958/1988 held under Deed of Grant G2324/89.

Street address: Unit K2213, kwaMashu.

Improvements: A brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The poperty and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam [Tel. (0322) 33-1037].

Dated at Durban this 20th 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 5929/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Calvin Martin Emmanuel,** First Defendant, and **Loraine Sandra Emmanuel,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 18 January 1994, 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, Inanda District Two, 24 June 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Subdivision 3 of Lot 429, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 300 (three hundred) square metres, held under Deed of Transfer T27087/91 subject to the conditions therein contained.

Physical address of property: 131 Maasbanker Avenue, Newlands West, Natal.

Zoning of property: Special Residential.

Improvements of property (but nothing is guarateed in respect thereof): Brick under tile semi-detached double-storey dwelling with water and lights consisting of: *Upstairs:* Three bedrooms and bathroom. *Downstairs:* Kitchen, lounge and toilet.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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 Inanda District Two, within fourteen (14) 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 offices of the Sheriff for the Supreme Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 4th day of May 1994.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/lp/15.F1909/A3.)

Case 124/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Town Treasurer,** Execution Creditor and **G. J. S. Murgatroyd,** Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 22 June 1993, the following immovable property will be sold in execution on 29 June 1994 at 10:00, in front of the Magistrate's Court, Claughton Terrace, Mooi River, Natal, to the highest bidder:

Subdivision 1 of Lot 139, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent two thousand and sixteen (2 016) square metres.

The following information is furnished regarding the property but is not guaranteed: The property is unimproved vacant land.

The property is situated at Ballantyne Avenue, Mooi River, Natal.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of the sale. The full conditions of the sale can be inspected at the office of the Sheriff, 142 Connor Street, Estcourt, Natal.

Dated at Mooi River on this 16th day of May 1994.

Pitcher & Pitcher, Execution Creditor's Attorney, Claughton Terrace, Mooi River. (Ref. 02/B055/108.)

Case 254/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Town Treasurer,** Execution Creditor, and **Jon Plason (Pty) Ltd,** Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 28 September 1993, the following immovable property will be sold in execution on 29 June 1994 at 10:00, in front of the Magistrate's Court, Claughton Terrace, Mooi River, Natal, to the highest bidder:

Remainder of Lot 91, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 1 209 (one thousand two hundred and nine) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property is unimproved vacant land.

The property is situated at Claughton Terrace, Mooi River, Natal.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorney, to be furnished to the Sheriff within fourteen (14) days of the date of the sale. The full conditions of the sale can be inspected at the office of the Sheriff, 142 Connor Street, Estcourt, Natal.

Dated at Mooi River on this 16th day of May 1994.

Pitcher & Pitcher, Execution Creditor's Attorney, Claughton Terrace, Mooi River. (Ref. 02/B055/134.)

Case 255/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Town Treasurer,** Execution Creditor, and **Jon Plason (Pty) Ltd,** Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 28 September 1993, the following immovable property will be sold in execution on 29 June 1994 at 10:00, in front of the Magistrate's Court, Claughton Terrace, Mooi River, Natal, to the highest bidder:

Remainder of Lot 90, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 2 542 (two thousand five hundred and forty-two) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property is unimproved vacant land.

The property is situated at Claughton Terrace, Mooi River, Natal.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorney, to be furnished to the Sheriff within fourteen (14) days of the date of the sale. The full conditions of the sale can be inspected at the office of the Sheriff, 142 Connor Street, Estcourt, Natal.

Dated at Mooi River on this 16th day of May 1994.

Pitcher & Pitcher, Execution Creditor's Attorney, Claughton Terrace, Mooi River. (Ref. 02/B055/133.)

Case 252/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Town Treasurer,** Execution Creditor, and **Jon Plason (Pty) Ltd,** Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 28 September 1993, the following immovable property will be sold in execution on 29 June 1994 at 10:00, in front of the Magistrate's Court, Claughton Terrace, Mooi River, Natal, to the highest bidder:

Subdivision 2 of Lot 90, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 2 431 (two thousand four hundred and thirty-one) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property is unimproved vacant land.

The property is situated at Claughton Terrace, Mooi River, Natal.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorney, to be furnished to the Sheriff within fourteen (14) days of the date of the sale. The full conditions of the sale can be inspected at the office of the Sheriff, 142 Connor Street, Estcourt, Natal.

Dated at Mooi River on this 16th day of May 1994.

Pitcher & Pitcher, Execution Creditor's Attorney, Claughton Terrace, Mooi River. (Ref. 02/B055/131.)

Case 6212/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sibongile Joyce Nzuza,** Defendant

In pursuance of judgment granted on 28 January 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 June 1994 at 10:00, in front of the main entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 108, in extent 298 square metres, situated in the Township of Ohlange, held by virtue of Deed of Grant 12899/1990.

Physical address: Ownership Unit 108, Ohlange Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and asbestos dwelling (44 square metres) comprising of kitchen, dining-room and two bedrooms. Municipal water supply.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Verulam this 5th day of May 1994.

Strauss Daly, c/o I. C. Meer, Motala & Company, Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 1544/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Wilbard Sibusiso Chagwe,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and writ of execution dated 29 April 1992, the undermentioned property will be sold in execution on 6 July 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Unit A3293, Osizweni Township, District of Madadeni.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 22nd day of April 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 1425/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nhlanhla Phillip Mthembu,** Defendant

In pursuance of judgment granted on 16 January 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 June 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag posts), to the highest bidder:

Description: A certain piece of land, being Ownership Unit Q123, in extent 348 square metres, situated in the Township of Umlazi, represented and described on General Plan BA8/1967, held by virtue of Deed of Grant T002693/89.

Physical address: Ownership Unit Q123, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling (54 m^2) comprising of 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 23% (twenty-three per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 24th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78295/MM.)

Case 3671/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Sewlutchman Michael,** First Execution Debtor, and **Pushpawathee Michael,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 19 April 1994, the property listed hereunder will be sold in execution on 1 July 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 17 (of 15), of Lot 4363, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent two thousand six hundred and seventeen (2 617) square metres.

Postal address: 32 Northcliff Road, Queensburgh, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey split level brick and tile dwelling with attached servants quarters consisting of lounge, dining-room, kitchen, four bedrooms, bathroom, two showers, three w.c.'s, entrance hall, scullery, porch, patio, double garage, servant's room, w.c., changeroom, shower, w.c., fencing, front gates, retaining walls, swimming-pool, front boundary wall and braai.

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 25th 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/N012/280.)

Case 2075/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Ellen Margarete Hildebrandt,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 13 April 1994, the property listed hereunder will be sold in execution on 1 July 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 1 of Lot 196, Forest Hills, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of of Natal, in extent four thousand nine hundred and seventy-three (4 973) square metres.

Postal address: 25 Kloofview Road, Forest Hills, KwaZulu-Natal.

Town-planning zoning: Residential.

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

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 25th 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/N012/258.)

Case 06521/94

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

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **Stephen Christopher Rushbrook,** First Judgment Debtor, and **Ann Rushbrook,** Second Judgment Debtor

In pursuance of a judgment granted on 21 April 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, 30 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban:

Description: Subdivision 2135 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 566 (five hundred and sixty-six) square metres.

Postal address: 5 Pelam Road, Woodlands.

The property consists of: Brick and tile dwelling with three bedrooms, kitchen, lounge, bathroom and dining-room. Property enclosed in precast fencing.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of 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 25th day of May 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/021573.)

Case 55430/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cornelis Johannes Bianchina,** First Defendant, and **Susanna Bianchina,** Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 7 October 1993, a sale in execution will be held on 30 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South to the highest bidder:

Subdivision 15 of Lot 27, Little Amanzimtoti 10582, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 164 square metres, situated at 79 Almond Road, St Winifreds.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of a single storey brick under tiled roof house comprising of three bedrooms with main ensuite, toilet, bathroom, lounge carpeted, kitchen with b.i.c. and dining-room. Double garage with toilet and shower separate from main building. Fully fenced with swimming-pool.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 23rd day of May 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3362/93.)

Case 61576/90

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

In the matter between **Allied Building Society Limited,** Plaintiff, and **Singarum Pillay,** married in community of property to **Puspavathi Pillay,** Defendants

In pursuance of a judgment granted on 21 February 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 30 June 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A certain piece of land being: Subdivision 601 of Subdivision 2353, of Merewent 22, of the farm Wentworth 860, which has been renumbered to read Lot 601, Merewent, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty (230) square metres, held by the Defendants in his name under Deed of Transfer T3375/89 dated 14 February 1989.

Postal address: 89 Umarkot Crescent, Merebank, Durban, Natal.

Improvements: Brick and tile dwelling comprising of three bedrooms, two balconies back and front; *upstairs:* dining-room, lounge, kitchen, toilet and bathroom. *Outbuilding:* Brick and asbestos, room, kitchen, toilet and shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/GAL.1578.)

Case 29595/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Temba Stephen Nyauza,** 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 24 June 1994 at 11:00 at the Office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge), Camperdown to the highest bidder for cash, without reserve:

Ownership Unit 1077 in the Township of Mpumalanga-B, District of County of Pietermaritzburg, in extent 348 (three hundred and forty-eight) square metres held under Deed of Grant 427/39.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1077 in the Township of Mpumalanga-B, District of County of 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, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 6th day of May 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: PRJD/Jh/45/K0060/B2.)

Case 2047/94

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Noble Dudley Lennard,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 24 February 1994, the immovable property listed hereunder will be sold in execution on 30 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdidvision 4 of Lot 1466, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 674 (six hundred and seventy-four) square metres, held under Deed of Transfer T11803/86 subject to the terms and conditions therein contained and more specifically to the restraint against alienation in favour of the Community Development Board.

The immovable property is situated at 32 Dover Road, Bluff.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising of four bedrooms, lounge, kitchen, one and a half bathrooms, double garage and partly fenced.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban. [Tel. (031) 301-0091.] (Ref. Mr Govender.)

Dated at Durban this 13th day of May 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4355/94/N66.)

Case 6613/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Hoosen Moosa Tagari,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), and under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 24 June 1994 at 09:00:

Description:

Section 7 as shown and more fully described on Sectional Plan 65/1978 in the building or buildings known as Shalimar Gardens situated at Tongaat, of which the floor area according to the said sectional plan is one hundred and thirty (130) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title ST65/1978 (7) (UNIT).

Physical address: Flat 7, Shalimar Gardens, Tongaat, Natal.

Zoning: Special residential.

The property consists of the following:

It is a brick under tile flat consisting of two bedrooms with a dressing-room, bathroom and toilet, shower and toilet, lounge and dining-room, kitchen and laundry.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commisson in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 13th day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.539/S. L. Mayes.)

Case 461/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Heshane Elliot Mbatha,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 24 June 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit M1028, in the Township of Umlazi, District of Umlazi, Natal, in extent 325 (three hundred and twenty-five square metres, held by Deed of Grant 704/71.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit M1028 in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 20th day of May 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0174/C4.)

Case 1455/93

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

In the matter between **Pamela Heights Body Corporate,** Plaintiff, and **Miss N. Singh,** Defendant

In pursuance of judgment granted on 15 February 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 June 1994 at 10:00, at Magistrate's Court, Durban, Somtseu Road, Durban, to the highest bidder:

Description: (a) Section 1, as shown and more fully described on Section Plan SS82/90, in the scheme known as Pamela Heights, in respect of the land and building or buildings situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Service Area, Administrative District of Natal.

(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, in extent 60 (sixty) square metres.

Postal address: Flat 1, Pamela Heights, 6 Ramsunder Road, Isipingo Rail.

Improvements: Roof with concrete and concrete walls, two bedrooms, bathroom, lounge, dining-room and kitchen.

Town-planning: Zoning: Residential.

Held by the Defendant in her name under Sectional Deed of Transfer ST2336/1991.

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 bank-guaranteed cheque 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 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 the title or law.

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

Dated at Durban on this 19th day of May 1994.

Jay Reddy, Plaintiff's Attorney, Ninth Floor, Ulundi House, 30 Gardiner Street, Durban. (Ref. JR/P67.)

Case 3870/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Charles Hyacinth Jabula Ndhlovu,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 24 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 180, Unit G, in the Township of kwaMashu, District of Ntuzuma, Natal, in extent 264 (two hundred and sixty-four) square metres, represented and described on Deed of Grant G62/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 180, Unit G, in the Township of kwaMashu, District of Ntuzuma, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of May 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0164/B3.)

Case 48299/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Sadaseevan Padayachee,** First Defendant, and **Pragashini Padayachee,** Second Defendant

In pursuance of a judgment granted on 5 October 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1994 at 10:00, in front of the Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description: A certain piece of land being Lot 640, Kharwastan, situated in the City of Durban, Administrative District of Natal, measuring one thousand two hundred and sixty-three (1 263) square metres, held by the Defendants in their names under Mortgage Bonds B11004/1976 and B386/92 respectively. *Postal address:* 63 Penguin Street, Kharwastan, Chatsworth, Natal.

Improvements: Brick under tile dwelling comprising five bedrooms, en suite, lounge, dining-room, kitchen, three bathrooms/toilet, double garage, outbuilding two rooms, bathroom and toilet. *Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 9th day of May 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/GAL 1928.)

Case 510/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ananda Pillay,** First Defendant, and **Mrs Charmaine Marcelle 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 of the Supreme Court of South Africa at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 17 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 133 as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown of which the floor area, according to the said sectional plan, is 72 (sewenty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(a) section 469 as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches in respect of the land and building, or building situate at Pinetown, Local Authority of Pinetown of which the floor area, according to the said sectional plan, is 4 (four) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan,

which property is physically situated at 705 Grand Birches, Paradise Valley, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST4849/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under flat pine consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. *Zoning:* The property is zoned for general Residential 1 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 sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 3rd 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/U045/028916/Mrs Chelin.)

Case 8483/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Riccardo Tripepi,** 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 of South Africa at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 17 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:

Subdivision 3 of Lot 141, Woodside Extension 1, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 5 419 (five thousand four hundred and nineteen) square metres in extent, which property is physically situated at 16 Avonwold Drive, Pinetown, 3610, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T10435/86.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of vacant land.

Zoning: The property is zoned for Special Residential 1 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 2nd 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/U072/024909/Mrs Chelin.)

Case 29694/92

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

In the matter between **A. M. Calia,** Execution Creditor, and **D. Singh,** Execution Debtor

In pursuance of a judgment granted on 20 July 1992, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 28 June 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 120 of Lot 328, Springfield, City of Durban, in extent 944 (nine hundred and forty-four) square metres.

Street address: 27 Candover Place, Clare Estate, Durban.

Improvements: Brick, wood and iron under iron roof house comprising lounge, two bedrooms, kitchen, verandah, shower and toilet outside, although nothing in this regard is guaranteed.

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 21 (twenty-one) days after the sale.

2. The purchaser shall be liable for payment of interest to the Plaintiff, calculated at the rate of 18,5% (eighteen comma five per cent) per annum on R9 572,04 from 4 October 1991, to date of registration 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, Durban North, 15 Milne Street, Durban.

Dated at Durban this 4th day of May 1994.

G. M. Bernstein, for Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Bernstein/ss/C228A 280ZS0073.)

Case 71/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Michael Ian Mills,** First Defendant, and **Mrs Gayle Linda Mills,** 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 of the Supreme Court of South Africa at the front of the Court-house, Durban, on Friday, 24 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 21 Stafmeyer House, Beach Grove, Durban, namely:

Subdivision 137 of Subdivision 129, Hiho, of the farm Bellair 823, situated in the City of Durban, Administrative District of Natal, in extent 801 (eight hundred and one) square metres, which property is physically situated at 314 Huntley Road, Hillary, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T23829/85.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, toilet, bathroom and shower. *Outbuildings:* Two garages, store-room, two staffrooms, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 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/A332/027982/Mrs Chelin.)

Case 82573/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Dinga Rodgers Sishi,** First Execution Debtor, and **Mrs Nana Norah Sishi,** Second Execution Debtor

In pursuance of a judgment granted on 14 February 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 23 June 1994 at 14:00, in front of the Court-house, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 4 as shown and more fully described on Sectional Plan SS371/1984, in the building or buildings known as Ana Capri situated at Durban of which the floor area, according to the said sectional plan, is 52 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. *Postal address:* 4 Ana Capri, 138 St Andrews Street.

Improvements: Brick under flatcon consisting of entrance hall, lounge, kitchen, bedroom, bathroom and toilet. *Town-planning:* Zoning: Special Residential. No special privileges.

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 proerty is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmeyer House, Beach Grove, Durban, or at our offices.

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/U016/027228/Mrs Chelin.)

Case 4080/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Brett Ian Worthington,** First Defendant, and **Mrs Joanne Margaret Worthington,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 16 November 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 24 June 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possesion of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 12, as shown and more fully described on Sectional Plan SS236/87 in the scheme known as Kalweni in respect of the land and building or buildings situate at Glenhills, Durban, of which section the floor area according to the sectional plan is 93 (ninety-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.

Which property is physically situated at 12 Kalweni, 5 Peach Place, Glen Anil, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST18160/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile sectional title unit consisting of entrance hall, lounge/dining-room, kitchen, two bedrooms, bathroom, toilet and garage.

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 this 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/U072/017514/Mrs Chelin.)

Case 6065/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Gonaseelan Govender,** First Execution Debtor, and **Mrs Khaironissa Ajam Govender,** Second Execution Debtor

In pursuance of judgment granted on 20 December 1993, in the Chatsworth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 28 June 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being: Lot 6 of Burlington Heights, situated in the Development Area of Shallcross, Administrative District of Natal, in extent nine hundred and thirty (930) square metres, postal address: 37 Burlington Drive, Shallcross, 4093.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Town-planning:* Zoning: Residential, no special privileges.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, 4012, or at our offices.

Dated at Durban this 18th 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. (013) 304-7614/5.] (Ref. CMK/072/023222/Mrs Chetty.)

Case 1572/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff and **Sipho Conrad Bekwa,** Defendant

In pursuance of judgment granted on 26 October 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 June 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit AA481, in extent 405 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 4738/131.

Physical address: Ownership Unit AA481, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (81,77 m^2) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c.'s. Municipal electricity, water supply and sanitation. Local authority. Improvements: Verandah (6,3 m^2).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 17th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01756/MM.)

Case 16216/91

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

In the matter between **Allied Building Society,** Execution Creditor, and **Moonsamy Narasigadu,** First Execution Debtor, and **Durgeeammah Narasigadu,** Second Execution Debtor

In pursuance of a judgment granted on 23 September 1991, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the imovable property listed hereunder shall be sold in execution to the highest bidder on 1 July 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 377 of Lot 1203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two-hundred and twenty-eight (228) square metres.

Postal address: 66 Jhansi Road, Northdale, Pietermaritzburg.

The property consists of land improved by the erection of a semi-detached dwelling built of block under asbestos roof consisting of a lounge, kitchen and two bedrooms. The outbuildings consists of a shower and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of May 1994.

G. J. Campbell, for Stowel & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 9373/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **James Thornhill N.O.,** First Defendant, **Elizabeth Thornhill N.O.,** Second Defendant, **James Thornhill,** Third Defendant and **Elizabeth Thornhill,** Fourth Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 3 February 1994 and 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 1134, La Lucia (Extenion 5), situated in the Borough of Umhlanga, and in the Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand three hundred and twelve (1,312) square metres.

Improvements: A brick under tile luxury residence comprising separate office/studio, entrance hall, fitted kitchen, double garage with remote control gates, staff quarters, dining-room, formal lounge, informal lounge, four bedrooms, three bathrooms, lower entertainment-room leading onto a swimming-pool and marble floor finishes.

Street address: 56 Ridge Road, La Lucia.

Town-planning zoning: Special residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within (14) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum on the purchase price to the Plaintiff from the date of sale to the 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, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Inanda District 2, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 11th day of May 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517041.)

Case 3246/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mandla Nelson Zondi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution 24 June 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and Kwazulu flag post, to the highest bidder for cash, without reserve.

Ownership Unit 981 Unit N, in the Township of Umlazi, District of Umlazi, Natal, in extent of 373 (three hundred and seventy three) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 981 Unit N, in the Township of Umlazi, District of Umlazi, Natal.

The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of May 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K191.)

Case 1127/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Enia Musawenkosi Nkosi,** 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 24 June 1994 at 11:00 at the office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge), Camperdown to the highest bidder for cash, without reserve:

Ownership Unit 944 Unit H, situated in the Township of Mpumalanga, District of Mpumalanga, Natal, in extent 337 (three hundred and thirty-seven) square metres, represented and described on Deed of Grant G7522/86.

The following information relating to the property is furnished but not guaranteed in any way:

1 The property is situated at Ownership Unit 944 Unit H, situated in the Township of Mpumalanga, District of Mpumalanga, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg May 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0055/C3.)

Case 66/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Execution Creditor, and **Baba Osborne Mngengwe,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi and writ of execution dated 17 March 1994, the property listed hereunder will be sold in execution on 6 July 1994 at 11:30 at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Ownership Unit Z1538 Umlazi, situated in the Township of Umlazi, in the District of Umlazi, in extent four hundred and fifty (450) square metres.

Postal address: Unit Z1538, Umlazi 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., passage steps and paving slabs.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price wil 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 Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 18th day of May 1994.

King & Associates, Attorneys for Execution, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/227.)

Case 131/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Execution Creditor, and **Tamuza Johannes Ngcobo,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi and writ of execution dated 16 March 1994, the property listed hereunder will be sold in execution on 6 July 1994 at 11:30, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

Ownership Unit Z1759, situated in the Township of Umlazi, in the District of Umlazi, in extent eight hundred and thirty-six (836) square metres.

Postal address: Unit Z1759, Umlazi 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., single garage, steps and paving. and store-room.

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 Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 70-11561.) (Ref. Mr Jenkins/nef/02/N012/238.)

Case 306/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Execution Creditor, and **Thembinkosi Daniel Mabaso,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi and writ of execution dated 16 March 1994, the property listed hereunder will be sold in execution on 6 July 1994 at 11:30, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

All the Execution Debtor's right, title and interest in and to the leasehold over Site N1525, Umlazi, situated in the Township of Umlazi, in the District of Umlaz, in extent three hundred and thirteen (313) square metres.

Postal address: Unit N1525 Umlazi Township, P. O. Ntokozweni, 4066.

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 and w.c.

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 Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 70-11561.) (Ref. Mr Jenkins/nef/02/N012/249.)

Case 306/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mfana Sipho Ndimande,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 24 June 1994 at 12:00, at the main South entrance to the Magistrate's Court, Umlazi, near the National and Kwazulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 1228 Unit B, in the Township of Umlazi, District of Umlazi, Natal, in extent 355 (three hundred and fifty-five) square metres, represented and described on Deed of Grant G600/14.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1228 Unit B, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of May 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K211.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter of **The Town Board of the Township of Tongaat,** Applicant, and **Various Persons,** Defendants

In execution of an Order of the Supreme Court of South Africa (Durban and Coast Local Division) dated 11 May 1993, a sale will be held in front of the Magistrate's Court, Moss Street, Verulam, on Friday, 17 June 1994 at 09:00, of the properties reflected in Annexure A hereto the highest bidder in each case on conditions to be read by the Sheriff at the time of the sale:

Conditions and terms: No representations or warranty as to the description, extent, zoning or improvement of any property is given or made, and no liability shall attach to the Sheriff or the Execution Creditor in that regard. Prospective purchasers should check with the borough engineer regarding any restrictions which may attach to the usage of a property under any town-planning scheme, by-law or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations express or implied, as to the uses to which any property should under these conditions may be put, are made, or is anything guaranteed with regard to the description or condition of any buildings or other improvements on any such property.

The purchaser in each case, shall immediately after the sale pay to the auctioneer his commission of 5% (five per centum) on the first R20 000 of the purchase price and thereafter 3% (three per centum) subject to a minimum of R200 and a maximum of R6 000 and a deposit of 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque.

The purchaser shall also be liable to pay the current rates, taxes and other charges referred to in section 175 or Ordinance No. 25 of 1974 (Natal) as well as transfer duty and costs of transfer on demand by the Applicant's conveyancers.

The full conditions of sale may be inspected at the offices of the undersigned. The balance of the purchase price with interest as set out in the conditions of sale is to be secured against transfer by a bank or building society guarantee to be furnished to the Sheriff concerned, within fourteen (14) days after the date of sale.

Sheriff, Tongaat, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat, 4400.

ANNEXURE A1

Case: 2287/93.

Owner: **Ramrajh & Mayawathi.**

Description: Lot 2525, Tongaat (Extension 21).

Address: 20 Ficus Road, Chelmsford Heights, Tongaat.

Bond: B1659/1990, in favour of NBS Bank Limited.

Interdict: I9325/1992 AT.

Creditors: Bala Naidoo & Company.

Attorneys: Bala Naidoo & Company, 12 Luxmi Court, 312 Main Road, Tongaat.

Improvements: Brick under tile dwelling with water and lights comprising of lounge, three bedrooms, kitchen, toilet and bathroom, partial brick fencing.

ANNEXURE A2

Case: 2287/93.

Owner: **Hawa Abdool Carrim Dada.**

Description: Lot 220, La Mercy (Extension 1).

Address: 25 Jasmin Place, La Mercy.

Bond: Nil.

Interdict: Nil.

Creditors: Nil.

Attorneys: Nil.

Improvements: Vacant land.

ANNEXURE A4

Case: 2287/93.

Owner: **Jaganathan Naidoo & Sinda Naidoo.**

Description: Lot 369, La Mercy (Extension 1).

Address: 25 Protea Place, La Mercy.

Bond: B15793/1990, in favour of Nedperm Bank Limited.

Interdict: Nil.

Creditors: Nil.

Attorneys: Nil.

Improvements: Vacant land.

ANNEXURE A6

Case: 2287/93.

Owner: **Dewki Misthry.**

Description: Erf 4696, Tongaat (Extension 31).

Address: 4 Porpoise Place, Seatides, Tongaat.

Bond: B2799/1987, in favour of NBS Bank Limited.

Interdict: I8583/1992 AT.

Creditors: NBS Bank Limited.

Attorneys: Mulla & Mulla, Second Floor, Halvert House, 412 Smith Street, Durban.

Improvements: Brick under tile house with hot and cold water, precast fenced yard consisting of verandah, open plan lounge and dining-room, kitchen with built-in-cupboards, three bedrooms (two with built-in-cupboards), toilet and bathroom.

ANNEXURE A7

Case: 2287/93.

Owner: **Mr Govindsamy.**

Description: Lot 1, Gandhinagar.

Address: 15 Roger Street, Gandhinagar, Tongaat.

Bond: Nil.

Interdict: Nil.

Creditors: Nil.

Attorneys: Nil.

Improvements: Brick under tile house with hot and cold water consisting of verandah, lounge, three bedrooms, toilet, bathroom and kitchen. *Out-house consisting of:* Three bedrooms, kitchen, lounge, bathroom and toilet.

Case 3871/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sibusiso Robert Kuzwayo,** 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 24 June 1994 a 12:00, at the main south entrance to the Magistrate's Court, Umlaxi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 1817, Unit D, in the Township of Umlazi, District of Umlazi, Natal, in extent of 705 (seven hundred and five) square metres, represented and described on Deed of Grant G003680/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1817, Unit D, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K210.)

Case 18972/94

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 **Selvakanbathi Soobiah Naiker,** Defendant

In pursuance of a judgment granted on 21 April 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 28 June 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Section 6, as shown and more fully described on Sectional Plan SS268/1992 in the building or buildings known as Avoca Villas, situated in the Local Authority of Durban, of which section the floor area according to the sectional plan is 83 square metres in extent.

Together with an undivided share in the common property in the land and building or 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 a schedule endorsed on the said sectional plan.

Postal address: Flat 6, Avoca Villas, 9 Tyne Avenue, Avoca.

Improvements: Dwelling consisting of brick and tile, garage, kitchen, lounge, bathroom, toilet, washbasin, two bedrooms.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff, Durban North, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Mulla & Mulla, Plantiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 3274/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Bonga Isaih Phehlukwayo,** in his capacity as the duly appointed Administrator of the estate late **Ngwebeza Samuel Phehlukwayo,** No. 7/1/2-76/93, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 23 November 1993, the following immovable property will be sold in execution on 1 July 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership A701, Gamalakhe, situated in the township of Gamalakhe, district of Izingolweni, in extent 376 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership A701, Gamalakhe.

Upon the property is a dwelling under brick and tile consisting of two bedrooms, dining-room, kitchen and bathroom.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors' attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to and approved purchaser.

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

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre; P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.

Case 808/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Pieter Hugh Wiggett Roux,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 22 March 1994, the following immovable property will be sold in execution on 1 July 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Remainder of Subdivision 25 of the farm Sanderstead 15566, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 5,7497 hectares.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Remainder of Subdivision 25 of the farm Sanderstead 15566.

Upon the property is a main dwelling under brick and asbestos consisting of two bedrooms, main en suite (bath and toilet), toilet and shower, lounge, dining-room, kitchen and an incomplete room. *Outbuildings:* All under brick and asbestos consisting of garage, two rooms, shed, shed divided into two sections and also two cold rooms.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 18th day of May 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

Case 7510/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Willem Andries Augustinus Gouws,** Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 24 June 1994 at 10:00, on the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Subdivision 3 of Lot 1213, Westville, situated in the Borough of Westville Administrative District of Natal, in extent 2 523 square metres held by Defendant under Deed of Transfer T15225/1973, and situated on the corner of Jan Hofmeyr Road and Northcliffe Avenue, Westville, and having street address at 2 Northcliff Avenue, Westville (access also being given in Jan Hofmeyr Road, Westville, Natal), Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Residential.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Double storey dwelling, plastered brick under tile, in prime residential area comprising four bedrooms (main en suite), two lounges, study, guest suite, two dining-rooms, two guest toilets, kitchen and pantry separate, extra bathroom, floors Italian tiles and carpets;

2.2.2 double garage and double staff quarters;

2.2.3 laundry;

2.2.4 Swimming-pool; and

2.2.5 jacuzzi.

2.3 The garden is believed to extend onto the adjoining vacant property being Subdivision 4 of Lot 1213, Westville, and prospective bidders should check the relevant survey diagrams of the area to avoid confusion as to the size of the property.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 18th day of May 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.577/D11.)

Case 9022/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **28 Second Avenue CC,** First Defendant, **Ian Murray Houston,** Second Defendant, and **Heather Dawn Houston,** Third Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban North, on 24 June 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

Lot 1375, Durban, situated in the City of Durban, Administrative District of Natal, in extent 383 square metres held by First Defendant under Deed of Transfer T1655/92, and having street address at 28 Second Avenue, Greyville, Durban.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned general Residential 2.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots), a single-storey dwelling comprising lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, w.c., attached carport and w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 15 Milne Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 16th day of March 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (JMK/CDW/F.1121/D11.)

Case 8622/94

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 **Zarina Bee Bee Abdul,** Defendant

In pursuance of a judgment granted on 14 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 Tuesday, 28 June 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 948 (of 1865) of Lot 104, Chatsworth, situate in the City of Durban, Administrative District of Natal, in extent (344) square metres. *Postal address:* 22 Detroit Street, Havenside, Chatsworth.

Improvements: Semi detached block under tile roof dwelling comprising of two bedrooms, lounge, kitchen, 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 14th day of May 1994.

Mulla & Mulla, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 8860/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **O. Gumede,** Defendant

In pursuance of a judgment granted on 17 September 1991, in the Magistrate's Court and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 1 July 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit B46, in the Township of kwaDabeka, District of Pinetown, in extent of 791 square metres, represented and described on General Plan 56/1980. *Physical address:* Unit B46, kwaDabeka.

Improvements: Single storey, brick under tile dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per 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 27th day of May 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 25/92

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 **L. M. Dlamini,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 12 May 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 June 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site B2099, eZakheni, in extent 300 square metres, situate in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G00774/79.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c. No outbuildings. *Extent:* 300 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 28 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 27th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF258.)

Case 68/93

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 **M. B. Mhlongo,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1993, and warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 June 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2470, eZakheni, in extent 438 square metres, situate in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G10751/87.

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:* 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 28 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 27th day of May 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF463.)

Case 30/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **B. M. Mungwe,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 June 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site C3481, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G07113/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined, extent 300 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 28 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 26th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF390.)

Case 44/92

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 **S. E. Buthelezi,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 18 November 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 June 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site A1188, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01367/93.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c, garage and car-port and a verandah, extent 300 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 28 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 27th day of May 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF287.)

Case 21/94

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

In the matter between **First National Bank,** Plaintiff, and **Jacobus Francois Burger Steyl,** Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 7 February 1994, the undermentioned immovable property will be sold in execution on 23 June 1994 at 11:00, by the Sheriff at Vryheid, at the front door of the Magistrate's Court, at Church Street, Vryheid, to the higest bidder:

Subdivision 1 of the farm Smeertouw, situated in the Administrative District of Vryheid, in extent 664,7895 hectares. (Hereinafter referred to as the property.)

The following information is hereby furnished but not guaranteed:

1. The property described as Subdivision 1 of the farm Smeertouw is situated at the District of Vryheid.

2. On the said property there is no improvements.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at Vryheid, or at the offices of the Plaintiff's attorneys.

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

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 294/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited,** Plaintiff, and **Nomusa Faith Sokhele,** Defendant

In pursuance of a 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 1 July 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Site M1453, in extent 348 square metres, as shown on General Plan PB87/1986 situated in the Township of kwaMashu, District of Ntuzuma, held under Deed of Grant G667/89 signed at Ulundi on 9 February 1989.

Physical address: M1453 kwaMashu.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, bathroom, toilet, lounge and kitchen. (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 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 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 office of the Sheriff, Inanda (Area 1) or at the offices of Strauss Daly Inc.

Dated at Durban this 26th day of May 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001; c/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z21229/OE.)

Case 9062/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Kasieprasad Pattundeen,** Plaintiff, and **Kasarilall,** First Defendant, and **Ekathree,** Second Defendant

In the execution judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 7 January 1994, the undermentioned property will be sold in execution on Tuesday, 28 June 1994 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, by public auction to the highest bidder:

Subdivision 77 of the farm Chat 14 No. 14906, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-two (232) square metres. Held under Deed of Transfer T29623/90 and registered in the names of Kasarilall and Ekathree.

Improvements: Semi detached double storey block under asbestos roof, dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

Physical address: 332 Starr Street, Woodhurst, Chatsworth.

Conditions and terms:

1. The sale shall be for cash and the successful bidder will be required to pay a deposit of 10% (ten per centum) immediately upon conclusion of the sale, together with the auctioneer's charges and to secure the balance of the purchase price or pay same in cash to the auctioneer within 14 (fourteen) days of the date of sale.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per centum) per annum, to the Plaintiff from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any) taxed and other charges necessary to effect transfer on request by the said attorneys.

6. *Sheriff's commission:* The purchaser shall pay to the Sheriff, commission calculated at 5% (five per centum) on the purchase price immediately after the sale.

The conditions of sale which will be read immediately prior to the sale are lying for inspection at the offices of the Sheriff, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Isipingo on this 24th day of May 1994.

Singh & Singh Attorneys, 20 Police Station Road, Isipingo Rail, 4110, c/o Docex 1, 15 Parry Road, Durban, 4000. (Ref. IS/P.414/sk.)

Case 5618/93

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

In the matter between **Ishwarlall Mangaroo,** Plaintiff, and **Chander Harilall,** Defendant

In pursuance of a judgment in the Magistrate's Court of Chatsworth, held at Chatsworth and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Court, Chatsworth, on 28 June 1994 at 10:00, at the front entrance of the Magistrate's Court Building, 2 Justice Street, Croftdene, Chatsworth:

Property description: Subdivision 5673 (of 5579) of the Farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent six hundred and eighty-four (684) square metres. *Postal address:* 75 Damorasa Crescent, Unit 9, Chatsworth, 4092.

Improvements: Face brick under tile roof dwelling comprising of kitchen tiled, lounge tiled, toilet tiled, shower tiled, three bedrooms floors tiled. Outbuilding: Three bedrooms, lounge, dining-room, kitchen, toilet/bathroom, shower, basement two rooms and paved driveway. (The nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots.)

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to furnish to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Plaintiff at the rate of 20% (twenty per centum) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, includig arrears and current rates, sewerage connection fees (if any), taxed and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff at 12 Oak Avenue, Kharwastan, Chatsworth, 4092, and/or at the offices of the Plaintiff's Attorneys, at Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092.

Dated at Chatsworth on this the 27th day of May 1994.

Deena Murugasen, Rajan Moodley & Associates, Plaintiff's Attorneys, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092. (Ref. MM/SH/S24/93.)

Case 22773/93

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

In the matter between **City Council of the City of Pietermaritzburg,** Execution Creditor, and **John Basil Gouws,** First Execution Debtor, and **Roslyn Eva Gouws,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 22 November 1993, the following immovable property will be sold in execution on 22 July 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 233 (of 181), of the farm Bishopstowe 2587, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent of one thousand (1 000) square metres, represented and situated at 11 Edgewood Place, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 29th day of April 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 7450/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Vincent Mboneni Delani Shozi,** Defendant

In pursuance of a judgment granted on 10 December 1993, in the Supreme Court of South Africa (Durban and Coast Local Division), and under a warrant of execution issued thereafter, the immoveble property of the Defendant listed hereunder shall be sold in execution to the highest bidder on 24 June 1994 at 09:00, at the front of the Magistrate's Court Building, Mtunzini.

Property description: Ownership Unit J2315 Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent 390 square metres, postal address J2315 Esikhawini, Esikhawini Township, District of Ongoye, Natal.

Consisting of: A single storey dwelling-house brick under tiles comprising lounge, dining-room, kitchen, three bedrooms, bath and w.c.

Zoning: Special residential.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court, Mtunzini, 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, 8 Hulley Avenue, Mtunzini.

Dated at Durban this 27th day of May 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. J. C. Jones/shozi.nos.)

Saak 1430/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYHEID GEHOU TE VRYHEID

In die saak tussen **Tayob & Sons,** Eksekusieskuldeiser, en **N. R. Biyella,** Eksekusieskuldenaar

Ingevolge uitspraak van hierdie Geagte Hof sal die volgende onroerende eiendom in eksekusie verkoop word op 23 Junie 1994 om 11:00, by die Landdroshof vir Vryheid, Kerkstraat, Vryheid:

Restant van Erf 278, Vryheid, geleë in die munisipale distrik Vryheid, in die administratiewe distrik Vryheid, groot 1 200 (eenduisend tweehonderd) vierkante meter, ingevolge voorwaardes wat tans ter insae is by die Balju vir Vryheid, Landdroststraat 153, Vryheid, welke voorwaardes deur hom voorgelees sal word tydens die eksekusieverkoping.

Die eiendom is geleë te Parkstraat 163, Vryheid, en verbeteringe daarop beslaan 'n sitkamer, eetkamer, drie slaapkamers, badkamer en garage.

Geen waarborge ten opsigte van die eiendom of verbeteringe daarop word gegee nie.

Geteken te Vryheid hierdie 2de dag van Junie 1994.

Uys & Vennote, Prokureurs vir die Vonnisskuldeiser, Landdroststraat 153, Posbus 231, Vryheid, 3100. (Verw. P. Schoeman/20T0618/33.)

Case 1254/93

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

In the matter between **Loganathan Pather,** First Plaintiff, **Dayandee Pather** duly assisted by L. Pather, Second Plaintiff, and **Nandhagopaul Naidoo,** First Defendant, and **Rathnavalli Naidoo,** duly assisted by N. Naidoo, Second Defendant

In pursuance of a judgment granted on 22 April 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Piece of land being certain: Subdivision 722 (of 1861) of the farm Chat 4, situated in the City of Durban, Administrative District of Natal, in extent three hundred and fourty-four (344) square metres, held by the Defendants under Deed of Transfer T25378/1992, dated 5 October 1992.

Postal address: 43 Marble Arch, Havenside, Chatsworth, 4093.

Improvements: Brick and tile dwelling comprising two bedrooms, toilet/bathroom, lounge and kitchen.

Town-planning zoning: Special residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, Value-Added Tax, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, and at the offices of Vash Choudree & Associates, Sixth Floor, General Building, corner of Smith and Field Streets, Durban.

Dated at Durban this 30th day of May 1994.

Vash Choudree & Associates, Sixth Floor, General Building, corner of Smith and Field Streets, Durban.

Case 3403/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank Southern Africa Limited,** Plaintiff, and **SNC Investments CC,** Defendant

In pursuance of a judgment in the above Honourable Court dated 9 February 1994 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the Magistrate's Court, New Hanover on Thursday, 30 June 1994 at 11:00, to the highest bidder:

Lot 118, Albert Falls, situated in the Development Area of Albert Falls, Administrative District of Natal, in extent 4,7397 hectares, held by the Defendant under Deed of Transfer T12277/89.

The following information is given but not guaranteed:

1. The property is situated at Lot 118, Albert Falls, Cramond, Natal.

2. There is a brick under iron dwelling comprising three rooms, kitchen and bathroom in poor state of repair and outbuildings consisting of equipment room, packing room and labourers' quarters which are derelect.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale shall be without reserve.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 30th day of May 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 20337/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Goolam Hoosen,** Defendant

In pursuance of a judgment granted on 20 April 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 28 June 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Remainder of Lot 475, Durban North, situated in the City of Durban, Administrative District of Natal, in extent (392) square metres.

Postal address: 260 Sea Cow Lake Road, Sea Cow Lake, Durban.

Improvements: Brick and tile dwelling consisting of: Double lock-up garage and store-room, kitchen, built-in units, lounge, dining-room, TV-room, two bedrooms, main en suite, shower, toilet, wash basin, bathroom—wash basin—toilet, toilet and verandah.

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, Durban North, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 25th day of May 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 6493/92

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

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Pradeep Singh,** Defendant

In pursuance of a judgment granted on 4 January 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 June 1994 at 10:00, at the entrance of the Magistrate's Court Building, Unit 5, Chatsworth:

Description: Lot 155, Shallcross Extension 2, situated in the Development Area of Shallcross, Administrative District of Natal, in extent seven hundred and sixty (760) square metres.

Postal: 25 Midmar Road, Burlington Heights, Shallcross.

Improvements: Brick under tile roof dwelling comprising lounge cum dining-room, kitchen with BIC, toilet/bathroom and three bedrooms with en suite.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. (a) The purchaser, shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest on the sum of R9 933,39 at the rate of 24% (twenty four per cent) per annum, from 25 October 1992 and compounded monthly from 25 October 1992 to date of final payment, payment of interest on the sum of R2 298,13 together with interest on the aforesaid sum at the rate of 29% (twenty-nine per cent) from 25 October 1992 and compounded monthly from 25 October 1992 to date of final payment on the sum of R2 605,19 at the rate of 27,25% (twenty-seven comma two five per cent) per annum, from 25 October 1992 and compounded monthly from 15 October 1992 to date of final payment, to the Plaintiff and at the prescribed rate of interest to the bondholders on the respective amount of the awards in this plan of distribution from the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, 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 for the Magistrate's Court.

Dated at Chatsworth this 25th day of July 1993.

F. A. Valodia, for F. A. Valodia & Company, Plaintiff's Attorneys, Suite 3, First Floor, Level 4, Chatsworth Centre, 17 Joyhurst Street, Chatsworth, 4092. (Ref. Mr Valodia/rr/101/51.)

Case 1430/93

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

In the matter between **Tayob & Sons,** Execution Creditor, and **N. R. Biyella,** Execution Debtor

By virtue of a Judgment of this Honourable Court, the following property will be sold in execution on 23 June 1994 at 11:00, at the Vryheid Magistrate's Court, Kerk Street, Vryheid:

Remainder of Lot 278, Vryheid, situated in the Municipal Area of Vryheid, in the Administrative District of Vryheid, measuring 1 200 (one thousand two hundred square metres) upon conditions which may now be inspected at the offices of the Sheriff Vryheid, 153 Landdrost Street, Vryheid, and which will be read by him at the time of the sale.

This property is situated at 163 Park Street, Vryheid, Natal, and is improved as follows: Lounge, dining-room, three bedrooms, bathroom, garage, single storey dwelling. No guarantee is given as to the nature and extend of the property or as to the improvements on the property.

Dated at Vryheid this 2nd day of June 1994.

Uys & Partners, Attorneys for the Plaintiff, 153 Landdrost Street; P.O. Box 231, Vryheid, 3100. (Ref. P. Schoeman/20T0618/33.)

Case 261/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Zululand Insulation Contractors CC,** First Defendant, and **Gary Aston,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 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 for the District of Empangeni, in front of the Magistrate's Court, Justice Street, Empangeni, Natal, on Tuesday, 28 June 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 33 Knutzen Street, Empangeni, Natal, namely:

Lot 2143, Richards Bay (Extension 11), situated in the Borough of Richards Bay, Administrative District of Natal, in extent nine hundred and twenty-four (924) square metres.

Which property is physically situated at 12 Delonix Dowe, Arboretum, Richards Bay, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T677/1986.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet and a shower. There is an outbuilding consisting of a garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 6th day of June 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1885/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **P. Ramkissoon** (also known as Barney Ramkissoon), Plaintiff, and **Sivalingam Reddy,** Defendant

In pursuance of a judgment obtained in the above Court on 28 March 1994, and 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, 22 Chancery Lane, Pinetown:

The title deed description: Subdivision 2 of Lot 528, Reservoir Hills (Extension 1), situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty (930) square metres.

Improvements: Double storey brick and Cordova tile dwelling with basement, garages and outbuildings, consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, three w.c.'s, tower and room, entrance hall, veranda, balconies, dressing-room, prayer room, double garage, servant's room, store-room, w.c. and laundry.

Postal address: 91 Mountbatten Drive, Reservoir Hills.

Nothing is guaranteed in the above respects:

3.1 The above sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder;

3.2 the area in which the property is situated is zoned residential.

4. *Terms:*

4.1 Ten per centum (10%) of the purchase price to be paid in cash immediately after the sale;

4.2 the balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 15,25% (fifteen comma two five per centum) per annum, from date of sale to date of registration of transfer, as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorney for the Execution Creditor, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, 62 Caversham Road, Pinetown.

Dated at Durban this 23rd day of May 1994.

S. Ramrachiasingh & Associates, Execution Creditor's Attorneys, Third Floor, Fenton House, Fenton Road, Durban, 4001. (Ref. SR/sn/R65.)

Case 1740/88

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

In the matter between **Volkskas Bank,** Judgment Creditor, and **John Kellaway,** Judgment Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 20 August 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 23 June 1994 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 1291, Vryheid, also better known as 23 Hlobane Street, Vryheid.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be 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 centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished witin 14 (fourteen) days after the date of sale.

Dated at Vryheid on this the 3rd day of June 1994.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets, Vryheid.

Case 381/89

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

In the matter between **Foleng Transport,** Judgment Creditor, and **John Kellaway,** Judgment Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 29 March 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 23 June 1994 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 1291, Vryheid, also better known as 23 Hlobane Street, Vryheid.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured 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.

Dated at Vryheid on this the 3rd day of June 1994.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets.

Case 2605/86

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

In the matter between **Vryheid Plant Hire,** Judgment Creditor, and **John Kellaway,** Judgment Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 13 July 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 23 June 1994 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 1291, Vryheid, also better known as 23 Hlobane Street, Vryheid.

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be 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 centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment , shall be paid by a secured 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.

Dated at Vryheid on this the 3rd day of June 1994.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets.

Case 1923/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Adam Khan** and **Mahomed Sabab Khan,** Defendants

In pursuance of a judgment granted on 8 February 1994, in the Court of the Magistrate, Scottburgh, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 1 July 1994 at 10:00, in front of the Magistrate's Court, Scott Street, Scottburgh:

Description: A certain piece of land being: Sub 13 of Lot 96, Umzinto, situated in the Township of Umzinto North, Umzinto Regional Water Services Area, Administrative District of Natal, in extent 1 015 (one thousand and fifteen) square metres, postal address Venus Crescent, Asoica Heights, Umzinto.

Improvements: Brick and cement under tile split level dwelling consisting of tiled exteria staircase leading to upper level, two balconies, lounge/dining-room combined, kitchen, four bedrooms, full bathroom and separate toilet. Lower level: Verandah, lounge, bedroom, kitchen and bathroom, although nothing in this regard is guaranteed.

Town planning: Zoning: Residential.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposito of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court, within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Savell Place, Scottburgh South, or at our offices.

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founder House, 15 Parry Road, Durban. (Ref. L. Hall/ L. Holmes/018277.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 39/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Manuel Ribeiro Nascimento,** Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 9 Februarie 1994, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek op Vrydag, 24 Junie 1994 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Erf 498, geleë in die dorp Deneysville, distrik Heilbron, groot 1 878 vierkante meter.

Voorwaardes:

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

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys 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.

3. Die Eksekusieskuldenaar sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is 17 High van Hospitaalstraat, Deneysville.

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 17de dag van Mei 1994.

N. J. Dreyer, vir A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, 9570.

Saak 10469/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank), Eiser, en **L. J. & A. M. Marais,** Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroskantoor, Sasolburg, op 1 Julie 1994 om 10:00:

Sekere Erf 2217, geleë in die dorp Sasolburg-uitbreiding 2, distrik Parys, President Hoffmanstraat 37, groot 725 vierkante meter.

Verbeterings: Sitkamer/eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet, garage, bediendekamer/toilet en stoorkamer.

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 comma two vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, te Sasolburg, binne veertien (14) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 19de dag van Mei 1994.

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

Saak 14939/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Reitzpark Selected Industries (Pty) Ltd,** Eksekusieskuldeiser, en **A. P. N. van Zyl,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 3 Januarie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 Julie 1994 om 11:00, te die Tulbaghstraat ingang van die Landdroskantoor, Welkom:

Erf 3990, geleë te en bekend as McLeanstraat 92, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T9002/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, eetkamer, studeerkamer, kombuis, waskamer, twee badkamers en dubbel motorhuis.

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 Depsito 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 19de dag van Mei 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26–28, Welkom.

Saak 3901/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Sentraalwes (Koöp) Beperk,** Eiser, en **Shoko Joseph Ncokoto,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 19 April 1994, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 1 Julie 1994 om 09:30, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Podiumafslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 7999, Seeisoville, distrik Kroonstad, groot 368 (driehonderd agt-en-sestig) vierkante meter; en getoon op Algemene Plan L.322/1984; gehou kragtens Sertifikaat van Eiendomsreg 11427/1992.

Onderhewig aan die voorbehoud van Minerale Regte en aan sodanige verdere kondisies as wat in gemelde Sertifikaat van Eiendomsreg vermeld is of na verwys word.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

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

T. L. Naudé, vir Naudé, Thompson, Du Bruyn & Burke, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Case 4136/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mogoletsi Mooketsi Stanley Sefotlhelo,** 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, 24 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 H1081, Botshabelo, held by the Defendant in terms of Deed of Grant 1656/88 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, lounge, bathroom, kitchen and carport.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 19th day of May 1994.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 6677/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Moekene Joseph Gabuse,** First Defendant, and **Mafidlwase Selina Gabuse,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 September 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on 8 July 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11850, situated in Thabong, District of Welkom, measuring 530 (five hundred and thirty) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL3428/1988, known as 11850 Thabong, District of Welkom.

Improvements: Residential property with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and garage. (None of which are guaranteed.)

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 27th day of May 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL530.)

Case 5622/92

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 **Rapobeng Johannes Sealanyane,** 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, 1 July 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 3235, Zamdela Township, District of Parys, measuring 278 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL1599/1989, being 3235 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. Z55910/FCLS/Mr Brewer/djl.)

Saak 314/93

IN DIE LANDDROSHOF VIR DIE DISTRIK REITZ GEHOU TE REITZ

In die saak tussen **Dr. J. J. Taljaardt,** Eiser, en **J. H. Potgieter,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word deur Riemland Aflsaers, op 11 Julie 1994 om 11:00, Munisipalekantore, Van Riebeeckstraat 18, Tweeling, 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 afslaers voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 94, geleë in die dorp en distrik Tweeling, 14de Straat, Erf 95, geleë in die dorp en distrik Tweeling, 13de Straat, Tweeling, groot 991 vierkante meter elk, gehou kragtens Transportakte T404/86, onderworpe aan sekere minerale regte en ander voorwaardes.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie bestaan uit:

Erf 94: Leë erf.

Erf 95: 'n Woning met buitegeboue.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Blignaut & Wessels, Uniefeesstraat 33, Posbus 6, Reitz, 9810.

Saak 686/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk,** Eiser, en **S. T. Didiza,** Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 20 Oktober 1993, en lasbrief vir eksekusie teen onroerende goedere gedateer 18 Oktober 1993, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 24 Junie 1994 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 3637, Masilo, Theunissen, groot 299 vierkante meter.

Belangrikste voorwaardes van verkoop:

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

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprys van tyd tot tyd verskuldig teen 20,75% (twintig komma sewe vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

Die verkoopvoorwaardes lê ter insae te:

(1) F. B. Coetzer, p.a. F. B. Coetzer, Prokureurs vir Eiser, Van Heerdenstraat 45, Theunissen; en

(2) Die Balju vir die Landdroshof Theunissen, p.a. Theunissen Boekhandelaars, Piet Retiefstraat 51, Theunissen.

Geteken te Theunissen op hierdie 5de dag van November 1993.

F. Coetzer, p.a. F. B. Coetzer, Prokureur vir Eiser, Van Heerdenstraat 45, Theunissen.

Saak 361/92

IN DIE LANDDROSHOF VIR DIE DISTRIK FICKSBURG GEHOU TE FICKSBURG

In die saak tussen **Bankorp Beperk,** handeldrywende as Trustbank, Eiser, en **I. K. Barr,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe gehou word te die Landdroskantore, Voortrekkerstraat, Ficksburg, op Vrydag, 22 Julie 1994 om 10:00, 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:

Sekere $\frac{1}{3}$ (een derde) aandeel van Gedeelte C van Erf 12, Ficksburg, groot 457 vierkante meter, en sekere $\frac{1}{3}$ (een derde) aandeel van Onderverdeling 7, van 5, van Erf 12, Ficksburg, groot 646 vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T3732/1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit besigheidsgebou geleë op besigheidsperseel.

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 veertien (14) dae na afloop van die veiling.

Datum: 30 Mei 1994.

B. J. du Toit, vir Dippenaar Du Toit & Louw, Prokureur vir Eiser, Fonteinstraat 73, Ficksburg.

Saak 01754/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk,** Eiser, en **Benjamin du Toit,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 1 Maart 1994, sal die volgende eiendom per publieke veiling vir kontant, op 24 Junie 1994 om 11:00, te die Tulbagh-ingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 5372-uitbreiding 1, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T19217/1993, ook bekend as Dateralstraat 10, Riebeeckstad, 9469.

Die eiendom bestaan uit, ondere andere, die volgende: Woonhuis en buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. die koper moet ook afslaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 3de dag van Junie 1994.

T. Wolmarans, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyri Kamers, Heerenstraat 24; Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Saak 19407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Christiaan Philippus Viljoen,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 11 November 1993, sal die volgende eiendom(me) van die Verweerder per publieke veiling vir kontant op Vrydag, 8 Julie 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Sekere resterende gedeelte van Onderverdeling 11 van die plaas Erfenis 1489, geleë in die Plaasike Gebied van Bainsvlei, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte T673/83.

Die eiendom bestaan onder andere uit die volgende: Woonhuis met slopingswaarde.

Posadres: Van Eedenlaan 17, Bainsvlei, Bloemfontein, 9300.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent estate **A. R. Dadley,** T65/93, we will sell by public auction, custom made draugtmen drawing board, on Saturday, 11 June at 10:00, at our auction mart, 155 Glyn Street, Colbyn, Pretoria.

Terms: R100 deposit (refundable) and cash or bank certified cheque.

To be handed in on Friday 28 May 1994.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.].

HATFIELD FORUM EAST

PUBLIC AUCTION

In the matter of insolvent estate **A. M. W. Goosen,** Master's Ref. No. T77/94, on Friday, 17 June 1994 t 10:30:

Duly instructed by the Trustee, we will hereby sell this property being Portion 3 of Erf 142, better known as 874 Market Street, Claremont, Pretoria.

Description: A quaint, well-kept house comprising of three bedrooms, two with built-in cupboards, lounge, dining-room, bathroom and modern kitchen with wooden cupboards. Outbuildings include a garage, laundry room and fully equipped servants' quarters. A lovely pool is surrounded by lush, green grass, and the house is secured by a surrounding wall.

Directions: In Van der Hoff Road due west turn right into Bremer Street, first robot turn right into Market Street.

View: By appointment only.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor: Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. [Tel. (012) 342-2041, 342-3502/5/11.] [Fax. (012) 342-2042.].

Contact: Lisa Sardinha.

BOLAND BANK VEILINGS

INSOLVENSIE VEILING

Insolvensie veiling op Donderdag, 16 Junie 1994 om 11:00, van Benoni-landbouhoewe, geleë te hoek van Benoniweg en Pattenstraat, Benoni:

Neem die Jan Smuts R21 Hoofweg, draai af by die Benoni R23-afrit en volg ons wegwysers hiervandaan.

Behoorlik daartoe gemagtig deur die Kurator van die insolvente boedel **P. J. van der Merwe,** Meester Verw. No. T430/94, word ondergemelde eiendom per openbare veiling aangebied, naamlik:

Vaste eiendom: Gedeelte 25 ('n gedeelte van Gedeelte 3) van die plaas Vlakfontein 30, Registrasieafdeling IR, Transvaal. Groot 3,9172 ha.

Verbeterings: Ou sinkdakwoning, vier slaap-, sit-, studeer- en badkamer. Toegeboude stoep, kombuis, spens, motorhuis, twee sementdamme, buitekamers en boorgat (nie toegerus).

Finansiering beskikbaar: Indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslaersnota: Gesogte plotte met diep rooigrond.

Navrae: Adriaan v.d. Heever. [Tel. (012) 804-2112.]

Afslaer: Koos van Rensburg. [Tel. (012) 804-2112.]

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton.

VAN'S AFSLAERS

VEILING WOONSTEL

In opdrag van die Kurator van die insolvente boedel **J. G. Winterbach,** T4045/93, verkoop Van's Afslaers, ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging op Vrydag, 17 Junie 1994 om 10:00, te Mont Toulouse 710, Annemariestraat, La Montagne, Pretoria:

Beskrywing: Eenheid 64, Skema 38, SS Mont Toulouse.

Groot: 114 m^2.

Verbeterings: Woonstel met drie slaap-, twee bad-, sit-/eetkamer, kombuis en twee motorhuise.

Betaling: 10% (tien persent) deposito *plus* kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING WOONSTEL

In opdrag van die Kurator van die insolvente boedel **A. M. de Lange,** T3293/93, verkoop Van's Afslaers, ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging op Vrydag, 17 Junie 1994 om 11:00, te Villa Roux 103, Troyestraat, Sunnyside, Pretoria:

Beskrywing: Eenheid 8, Skema 1, SS Villa Roux.

Groot: 44 m^2.

Verbeterings: Woonstel met slaap-, bad-, sit-/eetkamer en kombuis.

Betaling: 10% (tien persent) deposito *plus* kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

PROPERTY MART SALES

Duly instructed by the joint trustees in the insolvent estate **A. Friss** (Master's Ref. No. T4324/93), we shall sell subject to seven days confirmation:

Portion 47 (a portion of Portion 10) of the farm Lindley 528, Registration Division JQ, Transvaal, measuring 8,5653 hectares. The improvements comprises of:

Dwelling 1: Large three-bedroomed house with b.i.c., two bathrooms (main en suite), lounge, dining-room, snooker room and large well fitted kitchen.

Dwellings 2 and 3: Both are three-bedroomed houses with bathroom, lounge, dining-room and well fitted kitchens.

A well situated swimming-pool in a nicely maintained garden.

The outbuildings comprises of a large compound for staff with facilities, several thatch lapas, double lock-up garage and car-ports.

Movables: Langeberg Parkhome, Hino KB truck (without engine), Hino KL truck (without engine), Nissan UG 780 truck (without engine), two old Sprite caravans and Pieterse eight wheel trailer.

Viewing: Anytime.

Sale takes place on the spot on 15 June 1994 at 11:00.

Directions: Travel north on Broederstroom Road passed Lanseria turn-off take first gravel road after Lanseria turn-off to the right. Smallholding on the right hand side with signboard Letaba Thatcheries.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days from confirmation by bank or building society guarantee.

Movables: Cash at the drop of the hammer.

Auctioneers: Property Mart (Estate 1963), 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove, 2191; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours Tel. (011) 793-6164 C. Mostert.]

PROPERTY MART SALES

Duly instructed by the Liquidator in **Bermala Properties (Pty) Ltd,** in liquidation, Master's Ref. No. T4035/93, we shall sell subject to seven days confirmation:

Erf 196, Alrode South Extension 1, Alberton, situated at 196 Evans Street, Alrode South, and measuring 2 000 square metres in extent. The property has been improved with a well constructed factory with office space of 100 square metres, and factory section of 1 100 square metres. There is sufficient ablution facilities for working staff. There is a tenant in the property with a lease and a present rental of R9 075 per month.

Sale takes place on the spot on Thursday, 16 June 1994 at 11:00.

Terms: 20% (twenty percent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Estate 1963), 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours Tel. (011) 793-6164 C. Mostert.]

ERPO AFSLAERS

INSOLVENTE VEILING

BEESPLAAS, IMPLEMENTE, VOERTUIE, LEWENDE HAWE EN VUURWAPENS

In opdrag van die Kurator in die insolvente boedel **C. J. Bisschoff,** T599/94, bied ons die onderstaande aan per openbare veiling te Bokfontein, Swartruggens, op Woensdag, 15 Junie 1994 om 10:00:

Ligging: Vanaf Swartruggens neem Rustenburg teerpad vir 14,2 km, draai links by Bokfontein afdraai, ry vir plus minus vir 4 km, veilingspunt aan linkerkant. Vanaf Rustenburg, neem Swartruggens teerpad vir 43 km, draai regs by Bokfontein afdraai, ry vir plus minus vier km. Volg Erpo Afslaers wegwysers.

Eiendomme:

1. Resterende gedeelte 24 van die plaas Bokfontein 396, groot 308,9796 ha.
2. Resterende gedeelte 1 van die plaas Bokfontein 396, groot 477,4504 ha.
3. Resterende gedeelte 25 van die plaas Bokfontein 396, groot 4,7772 ha.

Verbeterings: Vyfslaapkamerwoonhuis, staalstoor, buitegeboue en sewe boorgate.

Voertuie, implemente, meubels en lewende hawe.

Terme: Vaste eiendom: 15% (vyftien persent) by toeslaan van die bod, balans deur middel van 'n bankwaarborg binne 30 dae na bekragtiging.

Bekragtiging: Binne sewe dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

PARK VILLAGE AUCTIONS

Duly instructed by the Trustee in the insolvent estate **F. Katsouris,** Master's Ref. No. T4542/93, we will sell by public auction, on site at 20 Eighth Avenue, Lower Houghton, District of Johannesburg, Transvaal, on Tuesday, 14 June 1994 commencing at 10:30, a four-bedroomed home.

Date: Friday, 10 June 1994.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

Duly instructed by the Trustees in the insolvent estates **C.** and **G. A. M. Badenhorst,** Master's Ref. No. T4226/93, we will sell by public auction, on site at 108 Crystal Crescent, Randhart Extension 2, District of Alberton, Transvaal, on Monday, 13 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.] [Fax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

Duly instructed by the Trustee in the insolvent estate **A. A. Pienaar,** Master's Ref. No. T4009/93, we will sell by public auction, on site at 39 Second Avenue, Illovo, District of Sandton, Transvaal, on Wednesday, 15 June 1994 at 10:30, a four-bedroomed home.

Date: Friday, 10 June 1994.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

Duly instructed by the Trustees in the insolvent estates **J. H. B.** and **M. Strydom,** Master's Ref. No. T93/94, we will sell by public auction, on site at 13 Jensen Street, Brakpan North Extension 2, District of Brakpan, Transvaal, on Wednesday, 15 June 1994 at 10:30, a four-bedroomed home.

Date: Friday, 10 June 1994.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

LIBRA AUCTIONEERS

INSOLVENT ESTATE AUCTION

Duly instructed by the Trustee in the insolvent estate of **F. Kirsten,** Master's Ref. T372/94, we will sell by public auction presentation on the premises the undermentioned property on Friday, 17 June 1994 at 10:00:

Certain: Stand 31, Eldorado Estates, Eldoradopark.

Also known as: 151 Sterre Road, Eldorado Estates, Eldoradopark.

Size: 1 044 square metres.

Description: Brick construction double storey house, consisting of three bedrooms, two bathrooms, lounge, dining-room, TV-room, passage, kitchen, servants' quarters with facilities, car-port, etc., etc.

Conditions: 20% (twenty per cent) deposit of the purchase price in cash or a bank-guaranteed cheque on signature of the conditions of sale. Balance within 21 days after day of confirmation by the Trustee. Further conditions will be read by the auctioneer before the closing of the bid.

Auctioneer's note: Situated in a good area close to all facilities. This auction is not be missed.

Viewing: Guard in attendance now on view.

Libra Auctioneers: Giel Bezuidenhout. [Tel. (011) 674-2336 or 674-2595.]

PETER WILLIAMS AUCTIONEER & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

AUCTION SALES

DECEASED AND INSOLVENT ESTATES SALE OF HOUSEHOLD FURNITURE, COINS, LINENFOLD DISPLAY CABINET, 1984 TOYOTA CRESSIDA GLE AUTOMATIC (104 000 km) MEDICAL EQUIPMENT, ETC., ETC.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, on Wednesday, 22 June 1994 at 10:00, at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, the undermentioned items:

1. Estate late **M. L. Trichardt and others:** 1984 Toyota Cressida GLE auctomatic in excellent condition (104 000 km), corner Linefold display cabinet with bevelled glass, leaded light bookcase, Hostess Royale, eight-piece ball and claw dining-room suite, gateleg table, four-drawer cutlery cabinet, tables, chairs, KIC fridge/freezer, washing machine, photographic equipment, wine, fur jackets, 1958 and 1960 five-coins, fob watch in silver case, jewellery box, and many other items.

2. Insolvent estates **Dr A. Adam** (T1717/93), **J. C. C.** and **G. J. Botha** (T3930/93) and **others:** Mikasha X-ray machine with scanner and stand, Pie medical scanner, two film processors, Bausch and Lomb binocular miscroscope, Trojan gym, IBM golfball typewriter, desk, chairs, four-drawer filing cabinet, chest of drawers, tables, mirror, Astra Cool Triplex 400 fridge/freezer, four-piece lounge suite, polisher, turnable, speakers, typewriter and many other items too numerous to mention.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: Two days prior to sale.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

PROPERTY AUCTIONS

INSOLVENT ESTATE SALE OF NORTH-FACING SPACIOUS FAMILY HOME—ALBERANTE, ALBERTON

Duly instructed thereto by the Trustee in the insolvent estate of **J. C. C. Botha** and **G. J. Botha** (Master's Ref. T3930/93), we will sell, subject to confirmation, on Thursday, 23 June 1994 at 10:30, on the spot, i.e. 23 Tulbach Street, Alberante, the undermentioned property:

Erf 72, Alberante, measuring 1 983 square metres, being 23 Tulbach Street, on which is erected: An attractive neat and tidy brick slate roof residence with large wood-panel convered open patio, entrance-hall, TV-/playroom, lounge with french doors onto patio/paved swimming-pool area, dining-room, study, three spacious bedrooms (main bedroom with bathroom en suite), second bathroom, well-fitted kitchen and scullery. Single garage, servant's room and toilet.

The property is fully fenced with precast wall on back and side, with security fencing and steel sliding gate on street front.

Auctioneer's note: Prospective purchasers are urged to view this attractive, well-built home, which is in a neat and tidy condition.

Viewing: Mondays, Wednesdays and Thursdays from 14:00–17:30.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (EDMS.) BPK.

(Reg. No. 83/3833)

EIENDOMSVEILINGS

INSOLVENTE BOEDELVERKOPING VAN GOEDGELEË BAKSTEEN ONDER SINKDAK TWEESLAAPKAMERWOONHUIS—THE ORCHARDS

Behoorlik daartoe gelas deur die Trustee in die insolvente boedel van **C. F. Beyers** (Meester Verw. T7/94), sal ons verkoop, onderhewig aan bevestiging, op Woensdag, 15 Junie 1994 om 10:00, ter plaatse, dit wil sê Jensenstraat 140, The Orchards, die ondergenoemde eiendom:

Erf 634, The Orchards, synde Jensenstraat 140, waarop opgerig is: 'n Banksteen onder sinkdak woonhuis van twee slaapkamers met ingeboude kaste, sitkamer, kombuis met vierplaat stoof, badkamer met toilet en waskamer. Buitegeboue van enkelmotorhuis en bediende toilet.

Afslaersnota: Hierdie verkoping bied die persoon wie 'n eerste woning koop, die ideale geleentheid om 'n huis in hierdie gewilde buurt te bekom.

Betaling: 15% (vyftien persent) deposito op dag van verkoping en balans binne 30 dae na bevestiging.

Finansiering: 'n Aansienlike bougenootskapverband is vir 'n goedgekeurde koper beskikbaar.

Besigtiging: Dinsdae en Donderdae vanaf 17:00–18:00.

Vir meer besonderhede: Nader die Afslaers, Peter Williams Auctioneering & Property Services (Edms.) Bpk., Louis Trichardtstraat 181, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (EDMS.) BPK.

(Reg. No. 83/3833)

EIENDOMSVEILINGS

LIKWIDASIEVERKOPING VAN GESINSWONING OP GROOT ERF—KILNER PARK

Behoorlik daartoe gelas deur die Likwidateur van Pretoria **Pale BK,** in likwidasie (Meesters Verw. T4651/93), sal ons verkoop, onderhewig aan bevestiging op Saterdag, 18 Junie 1994 om 10:00, ter plaatse, dit wil sê Mattersonstraat 52, Kilner park, die ondergenoemde eiendom:

Erf 240, Kilner Park, groot 2 197 vierkante meter, synde Mattersonstraat 52, waarop opgerig is: 'n Baksteen onder sinkdak gesinswoning van drie slaapkamers met ingeboude kaste, studeerkamer, sitkamer met skuifdeure wat na swembad-area lei, aparte eetkamer, kombuis en waskamer. Dubbelmotorhuis, bediendekamer en toilet. Motorafdak.

Die eiendom is met mure aan al vier kante omhein.

Afslaersnota: Hierdie verkoping bied die persoon wie 'n eerste eiendom koop, die ideale geleentheid om 'n woning in hierdie gewilde buurt te bekom.

Betaling: 10% (tien persent) deposito op dag van verkoping plus afslaerskommissie van 6% (ses persent) BTW daarop, en die balans van die koopprys binne 30 dae na bevestiging.

Besigtiging: Dinsdae en Donderdae tussen 17:00–19:00.

Vir meer besonderhede: Nader die Afslaers, Peter Williams Auctioneering & Property Services (Edms.) Bpk., Louis Trichardtstraat 181, Mayville, Pretoria. (Tel. 335-2931/2.)

PINE KRITZINGER AFSLAERS BK

In opdrag van die Kurator in die insolvente boedel van **J. L. du Plessis**, Boedel T3297/93, verkoop ek per publieke veiling op 15 Junie 1994 om 17:30, te Teaklaan 11, Klerkindustria, Klerksdorp, die volgende:

Glastoonbank, glasvertoonkas, toonbank, trinitrou-Sony TV, twee Salore TV's, vyf Varlow Vision TV's, Steinbach wit en swart TV, twee Philips draagbare wit en swart TV's, Supersonic draagbare wit en swart TV, Supersonic draagbare wit en swart groot TV, Pilot draagbare wit en swart TV, Pilot wit en swart TV, vier Blaupunkt kleur TV's, Blaupunkt kleur TV, Telefunken kleur TV, vier Supersonic TV's, Telefunken wit en swart TV, Pioneer kleur TV, Pioneer kleur TV, Twee Gary kleur TV's, drie Phillips kleur TV's, Telefunken kleur 51 cm TV, drie Blaupunkt kleur TV's, drie Telefunken kleur TV's, twee Barlow Vision TV's, kombuis hoekkas, Defy yskas, drie hangkaste, Defy yskas en twee staalkaste.

Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klersdorp. [Tel. (018) 462-9550/1.)

Navrae: Pine Kritzinger/Jacques Malan/Elize Bosch.

KAAP • CAPE

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Cradock op 1 Julie 1994 om 10:00 voor die Landdroskantoor te Cradock die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 2 van die plaas PETRUSDAL Nr. 425, in die Afdeling Cradock

GROOT: 1 868,7872 hektaar

Blykens Akte van Transport T20173/1991

in die naam van **Daniel Jacobus Coetzer**

Ligging van hierdie eiendom:— 80 km wes van Cradock

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—Woonhuis, vleiskamer, enjinkamer, store, garage, skeerskuur en 3 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. Fonteine, Visrivier met 3 uitkeerwalle vloei deur die sekuriteit, grondkanale en 4 grondnagdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

By beantwoording vermeld asseblief DCAG 04452 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.] 2 Junie 1994.

DE VILLIERS & BREDENKAMP

PUBLIEKE VEILING

In opdrag van die Kurator, H. P. A. Venter, p.a. Duncan & Rothman, Posbus 64, Kimberley, sal die ondervermelde eiendom verkoop word per publieke veiling aan die hoogste bieder op Dinsdag, 21 Junie 1994 om 10:00, te Giddystraat 3, Douglas:

Insolvente boedel: **F. J. Muller.**

Meester se verwysing: K18/94.

Onroerende eiendomme: Sekere Erf 73, Douglas, groot 2 141 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis met motorafdak, onderdak stoep, buitekamer en toilet, pakkamer en speelkamer; en

Onroerende eiendom: Erf 74, Douglas, groot 2 141 vierkante meter.

Verbeterings: Sementdam met veiligheidstralies en aangeplante wingerd.

Terme: 10% (tien persent) op die dag van die veiling en die balans by registrasie van oordrag van die eiendom in die naam van die koper.

Verkoopvoorwaardes: Ter insae by die Afslaers.

Afslaers: De Villiers & Bredenkamp, Charl Cilliersstraat 12, Douglas.

Navrae: Pierre de Villiers. [Tel. (053) 298-1814.]

NATAL

LAADNEDO AUCTIONEERS

On instructions of the Trustee in the insolvent estate **Prestige Motors**, Master's Ref. No. N564/93, the following will be sold without reserve by public auction on 14 June 1994 at 10:00, at 17 Scott Street, Newcastle (premises of Newcastle Transport) *viz*:

Office desks and chairs, file stands, shelve stands, two piece counter, steel tables, wooden table, steel cupboard, bench grinder, air gauges, fire gas cylinders, hosepype, hand greece gun, tripoly stands, bottle jacks, tray assortment sockets and spaners, town in gauge, battery water dispensors, quick sort desk stand, wooden tool boxes, vices, steam cleaning machine, steel shelve stand, desks, fire buckets, power grease gund, tyre changer, oil dispenser, battery charger, trolly jack, scrap tyres, lorry gear boxes (stripped), car engines (dismantled), block and tackle.

Terms: Cash or bank-guaranteed cheque on date of sale.

Dated on the 23rd day of May 1994.

For further information contact the Auctioneers: Laadnedo Auctioneers, P.O. Box 468, Newcaslte, 2940. [Tel. (03431) 2-1212.] [Fax. (03431) 1-1279.] (Ref. P17/93.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bethlehem op 1 Julie 1994 om 10:00 voor die Landdroskantoor te Bethlehem die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas VAALPLAAT 146, distrik Bethlehem

GROOT: 311,3222 hektaar

Eiendom (1) Blykens Akte van Transport T1084/1985 in die naam van **MARIUS LOUIS PRINSLOO**

(2) Die plaas KLEIN BLOEMHOF 632, distrik Bethlehem

GROOT: 59,6624 hektaar

(3) Die restant van die plaas SUZANNA 634, distrik Bethlehem

GROOT: 369,5447 hektaar

(4) Onderverdeling 1 van die plaas SUZANNA 634, distrik Bethlehem

GROOT: 610,6673 hektaar

Eiendomme (2) tot (4) Blykens Akte van Transport T8269/1980 in die naam van **JAN LOURENS PRINSLOO**

Ligging van hierdie eiendomme:—

Eiendom (1): 10km oos van Bethlehem

Eiendomme (2) tot (4): 18km oos van Bethlehem

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Woonhuis, motorhuis, staalstoor, skuur, 7 rondawels, melkstal, kuilvoertoring, kalwerafdak en 3 buitekamers. 4 Boorgate, 4 sementdamme, 7 suipkrippe en 2 gronddamme.

Eiendomme (2) tot (4): 3 Woonhuise, 5 motorhuise, voerstoor, 2 rondawels, 12 arbeidershuise, skoolgebou, stoor, melkstal, varkhokke en silo's. 6 Boorgate, 6 sementdamme, 9 suipkrippe, 5 gronddamme, 7 fonteine 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 of ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

By beantwoording vermeld asseblief BAAA 03509 02G BAAA 02710 01G 07G 08G (REGTE)

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. (Tel. 323-1912.) 2 Junie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SENEKAL op 1 Julie 1994 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas BELLA VISTA 276, distrik Senekal

GROOT: 93,6158 hektaar

Eiendom (1) blykens Akte van Transport T7202/1988

(2) Die plaas BRAKWATER 19, distrik Senekal

GROOT: 123,5105 hektaar

Eiendom (2) blykens Akte van Transport T8846/1985

(3) Onderverdeling 2 (ROOIKOPPIE) van die plaas QUARRIEKOP 330, distrik Senekal

GROOT: 302,6028 hektaar

Eiendom (3) blykens Akte van Transport T5185/1981

in die naam van **Willem Christoffel Stemmet**

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3) 10km noordoos van Senekal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Melkstal. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam, 2 suipkrippe en spruit.

Eiendomme (2) en (3)

2 Woonhuise, toegeboude stoor, stoor met afdak, staalstoor, voerstoor, stoor en varkhokke. Veekerend omhein en verdeel in kampe. 8 Boorgate, 2 sementdamme, sinkdam, 10 suipkrippe, 3 gronddamme en spruit met 15 keerwalle.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van verkoping te onttrek.

By beantwoording vermeld asseblief BAAI 03943 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.] 2 Junie 1994.

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1994

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

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

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1994

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

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

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

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

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Departement van Omgewingsake Department of Environment Affairs

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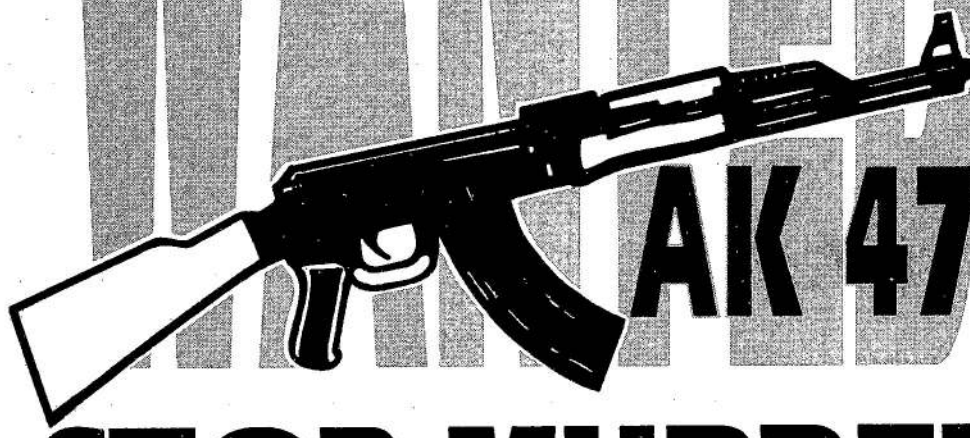

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Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

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