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SUID-AFRIKA



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OF
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Staatskoerant Government Gazette

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JUNE 1994

No. 15807

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	15,10
<i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	
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 lede-registers en/of verklaring van dividende.....	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies.....	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide be vele <i>nisi</i>	200,30
Verlenging van keurdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158)	25,20

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

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

Standardised notices

*Rate per
insertion*

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40

Non-standardised notices

COMPANY NOTICES:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	57,60
Declaration of dividend with profit statements, including notes	132,60
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	200,30

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	45,20
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LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

- (a) die lys van vaste tariewe; of
(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

- (a) the list of fixed tariff rates; or
(b) where the fixed tariff rate does not apply, the word count rate.

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

**Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001**

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

- (i) Inkomsteseëls van die ou reeks.
- (ii) Inkomsteseëls van ander state.
- (iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING*Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1994***Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

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

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

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

IMPORTANT ANNOUNCEMENT*Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES
GOVERNMENT NOTICES 1994***The closing time is 15:00 sharp on the following days:*

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

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

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

Case 4234/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Elliot Ephraim Magubane**, First Defendant, and **Maria Khaka**, Second Defendant

On Wednesday, 13 July 1994 at 10:00, a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Johria Hof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action, and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in and to the property known as:

Certain Erf 338, Thintwa Township, Registration Division IR, Transvaal, situated at Site 338, Thintwa Township, Tokoza, measuring 230 (two hundred and thirty) square metres, held under Certificate of Registered Grant of Leasehold TL8295/1991.

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

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff who was 18,5% (eighteen comma five per cent) per annum, at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission immediately after the sale and the balance of the price and interest shall, within 30 (thirty) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court, for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton on this the 1st day of June 1994.

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/S300/93.)

Saak 413/91

IN DIE LANDDROSHOF VIR DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **I. B. Murray**, Eiser, en **L. J. Rudman**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 13 September 1991, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 15 Julie 1994 om 11:00, te Landdroskantoor, Cullinan, geregteelik verkoop sal word, naamlik:

Gedeelte 61, van die plaas Leeuwkloof, distrik Cullinan JR, Transvaal.

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

1. 10% (tien persent) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer the Bronkhorstspuit op hede die 6de dag van Junie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 20057/8/9.] (Verw. AN/H69.)

Case 4891/94

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

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Herbert Boemer**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 17 May 1994, the undermentioned property will be sold in execution on Wednesday, 13 July 1994 at 10:00, at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 2053, Wierdapark Extension 2 Township, Registration Division JR, Transvaal, measuring 1 052 square metres, held by the Defendant under Deed of Transfer T96104/92, also known as 21 Roedtan Street, Wierdapark Extension 2, 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 house comprising three bedrooms, bathroom with shower and toilet, bathroom with toilet, kitchen, lounge, dining-room, study, pantry, entrance hall, family room, two garages and store-room, outside toilet, brick/steel and precast iron fencing and concrete/brick paving.

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, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Signed at Pretoria on this the 8th day of June 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2407.) (Ref. eb/S1398.)

Case 7131/94

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

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Lasief Wholesale CC**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 17 May 1994, the undermentioned property will be sold in execution on Wednesday, 13 July 1994 at 10:00, at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 565, Township of Elardus Park Extension 1, Pretoria, Registration Division JR, Transvaal, measuring 1 200 square metres, held by the Defendant under Deed of Transfer T84022/91, also known as 570 Van Pommeren Street, Elardus Park Extension 1, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising three bedrooms, bathroom, separate toilet, bathroom with toilet and shower, entrance hall, kitchen, lounge, dining-room, laundry, two garages, outside toilet, precast fencing and brick paving.

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, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Signed at Pretoria on this 8th day of June 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb S1430.)

Saak 16585/92

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Paul Karl-Heinz Nikolajewski**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 13 Julie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, van die ondergemelde eiendom:

Sekere Gedeelte 6, van die plaas Riverside Estates 497, Registrasieafdeling JQ, Transvaal, groot 26,8811 (ses-en-twintig komma agt agt een een) hektaar, geleë te Gedeelte 6 van die plaas Riverside Estates 497 (vir roete-aanwysings kontak Balju, Pretoria-Suid).

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: Leë onbeboude hoewe.

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 Pretoria-Suid, Eden Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, of die Eiser se prokureurs, Blakes Ing., te Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria.

Geteken te Pretoria op hierdie 6de dag van Junie 1994.

Blakes, Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria. (Tel. 325-3442/3.) (Verw. J. le Roux/RB0009.)

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Motsatse, Molefi Nicholas**, Eerste Eksekusieskuldenaar, en **Motsatse, Busisiwe Nomasonto**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 13 Julie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, van die ondergemelde eiendom:

Sekere Erf 1687, in die dorp Rooihuiskraal-uitbreiding 18, Registrasieafdeling JR, Transvaal, groot 1 243 (eënduisend tweehonderd drie-en-veertig) vierkante meter, geleë te Knoetstraat 30, Rooihuiskraal.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: Woonhuis met baksteenmure en plat sinkdak, en dubbelmotorhuis as volg: Woonhuis bestaande uit twee slaapkamers, twee badkamers, kombuis, sitkamer en eetkamer.

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 Pretoria-Suid, Eden Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, of die Eiser se prokureurs, Blakes Ing., te die Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria.

Geteken te Pretoria op hierdie 6de dag van Junie 1994.

Blakes, Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria. (Tel. 325-3442/3.) (Verw. J. le Roux/RN0025.)

Saa 1396/94

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Tenju Johannes Dwango**, gebore 20 Junie 1952, Eerste Verweerder, en **Anna Dwango**, Id. 4609060512088, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 15 Julie 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboom Kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die hoogste bieder:

Erf 22385, in die dorpsgebied Mamelodi-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 301 vierkante meter, gehou kragtens Akte van Transport TL9915/93.

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

Straatadres: Erf 22385, Mamelodi-uitbreiding 4, Pretoria, Transvaal.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, twee slaapkamers, badkamer met toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 10de dag van Junie 1994.

J. A. Janse van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9021/94/BVDM.)

Case 19535/93
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 **Liebenberg, Johannes Christiaan Rudolph**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 19 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 794, situated in the Township of Bloubostrand Extension 2, Registration Division IQ, Transvaal, being 12 Haerlem Place, Bloubostrand Extension 2, Randburg, measuring 857 (eight hundred and fifty-seven) square metres.

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

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

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

Dated at Johannesburg this 9th day of June 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg. (Tel. 838-5451.) (Ref. Foreclosures/cb/L214.)

Case 3305/94

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 **Wasmuth, Paul Fredericke Herman**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 19 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain Erf 986, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 127 Gladiolus Street, Roodekop, Alberton, measuring 868 (eight hundred and sixty-eight) square metres.

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

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 9th day of June 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/W152.)

Case 10746/94

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 **Macklen, James**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 21 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 2067, situated in the Township of Primrose, Registration Division IR, Transvaal, being 49 Deodar Avenue, Primrose, Germiston, measuring 991 (nine hundred and ninety-one) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 9th day of June 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/M843.)

Case 10124/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Steyn, Rudolf Cybrand**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 21 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 889, situated in the Township of Crystal Park Extension 1, Registration Division IR, Transvaal, being 30 Keimond Road, Crystal Park Extension 1, Benoni, measuring 800 (eight 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, two bathrooms with outbuildings with similar construction comprising of two garages, toilet, bar, gym and swimming-pool.

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 R200 (two hundred rand).

Dated at Johannesburg this 9th day of June 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/S549.)

Case 18667/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mokgotho, Madimetja Frans**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 19 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 11070 (previously known as 399), situated in the Township of Tokoza Extension 2, Registration Division IQ, Transvaal, being 11070 (previously known as 399) Tokoza Extension 2, Alberton, measuring 260 (two hundred and sixty) square metres.

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

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

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

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

Dated at Johannesburg this 9th day of June 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/M471.)

Case 2254/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 14 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 220, situated in the Township of Rynfield, Registration Division IR, Transvaal, being 95 Pretoria Road, Rynfield, Benoni, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.200.)

Case 22112/93
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 **Davies, Nicholette Maria**, 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 15 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, Technicon, Roodepoort, prior to the sale:

Certain Section 9, as shown and more fully described on Sectional Plan SS129/1983 in the scheme known as Kruda, situated in the Township of Georginia, being Flat 9, Kruda, corner of First and George Streets, Georginia, Roodepoort, an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 63 (sixty-three) square metres.

The following information is furnished *re* the improvements though in his respect nothing is guaranteed: A simplex flat with iron roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom, the common property comprising of servant's toilet and store-room.

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

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

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

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.267.)

Case 9478/93

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

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

In pursuance of a judgment in the Court, for the Magistrate of Benoni, on 28 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5314, Benoni Extension 16 Township, Registration Division IR, Transvaal, situated on 62 Umgeni Street, Farrarmere, Benoni, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, pantry, four bedrooms, one and a half bathroom, shower, two w.c.'s, two garages, S.Q., w.c., laundry, swimming-pool, slasto brick paving, walls and attached flat.

The conditions of sale:

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

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

Dated at Benoni on this the 7th day of June 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/NB7664.)

Case 1241/93

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

In the matter between **Builders Market Pietersburg (Pty) Ltd**, Plaintiff, and **P. W. Matlopela**, Defendant

In pursuance of a judgment by the above Honourable Court on 20 January 1994, and a warrant of execution against property, the property described as 730 Zone 3, Seshego, will be sold in front of the Magistrate's Office, at Seshego, by the Sheriff on 13 July 1994 at 14:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling.

The material conditions of sale are:

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

The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed.

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

Dated at Pietersburg on this 27th day of May 1994.

P. J. Luyt, for Meyer Pratt & Luyt, Attorneys for Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. Luyt/AP/EC1598/538.)

Saak 1200/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 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 bieder op 22 Julie 1994 om 11:00:

Erf 2303, geleë in die dorpsgebied Sinoville-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 850 (agthonderd-en-vyftig) vierkante meter (beter bekend as 566 Hans Merenskystraat, Sinoville-uitbreiding 6).

Voorwaardes van verkoping:

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

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

'n Enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, TV-kamer en met buitegeboue.

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

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

Geteken te Pretoria op hierdie 9de dag van Junie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48002.)

Case 9209/94

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 **Masilela, Prince Macuwu**, First Execution Debtor, and **Masilela, Elsie Winnie**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 627, situated in the Township of Maokeng Extension 1, Registration Division IR, Transvaal, being 627 Maokeng Extension 1, Tembisa, Kempton Park, measuring 243 (two hundred and forty-three) square metres.

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

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

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

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

Dated at Johannesburg on this 6th day of June 1994.

Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M832.)

**Case 34679/93
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Steyn: Lydia NO**, 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, 14 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 4333, Eldoradopark Extension 8 Township, Registration Division IQ, Transvaal.

Area: 314 (three hundred and fourteen) square metres.

Situation: 293 Tosman Friesling Avenue, Eldoradopark Extension 8.

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

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

Dated at Johannesburg on this 8th day of June 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT44.)

**Case 04303/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tomaz: Manuel**, 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, 14 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 606, Regent's Park Estate Township, Registration Division IR, Transvaal.

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

Situation: 25 Winnie Street, Regent's Park.

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

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

Dated at Johannesburg on this 7th day of June 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT411.)

Case 31174/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Wagg Michael Alan Brownfield**, First Execution Debtor, and **Wagg Lizell Marcia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on 19 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale.

Certain: Erf 749 situated in the Township of Olivedale Extension 6, Registration Division IQ, Transvaal, being 749 Sinker Road, Olivedale Extension 6, Randburg.

Measuring: 911 (nine hundred and eleven) square metres.

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

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

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

Dated at Johannesburg this 8th day of June 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/W100.)

Case 16351/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Beyleveld: Etienne**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 611, situated in the Township of Pomona Extension 3, Registration Division IR, Transvaal, being 5 Bekker Street, Pomona Extension 3, Kempton Park, measuring 1 228 (one thousand two hundred and twenty-eight) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.270.)

Case 10635/94
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Williams: Edith**, 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, 14 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 unit comprising Section 26, and its undivided share in the common property of the Issmin Towers Sectional Title Scheme, area 76 (seventy-six) square metres. *Situation:* Flat 503, Issmin Towers, corner of Twist and Van der Merwe Streets, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom, kitchen with lounge.

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

Dated at Johannesburg on this the 8th day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC184.)

Saak 18662/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Johannes Bernardus Roode**, ID. 4302115006088, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, oos te Strubenstraat 142, Pretoria, op 13 Julie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, oos te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1388, in die dorp Faerie Glen-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 1 014 (eenduisend en veertien) vierkante meter, gehou kragtens Akte van Transport T10070/88.

Hierdie eiendom is geleë te Breitenstraat 577, Faerie Glen-uitbreiding 6.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, TV-kamer, kombuis, drie slaapkamers, twee badkamers, toilet en spens. *Konstruksie:* Baksteenwoning, komposisie bord, keramiek teëls en matte, ingeboude kaste en warmwater sisteem. *Buitegeboue:* Dubbelmotorhuis en toilet.

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 voestoots verkoop.

Gedateer te Pretoria op hierdie die 7de dag van Junie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A527.)

Case 1132/94
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 **Lethoko Mmapheta Story**, 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 15 July 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 8551, situated in the Township of Vosloorus Extension 13, Registration Division IR, Transvaal, being 8551 Vosloorus Extension 13, Boksburg, measuring 400 (four hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 8th day of June 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/L.239.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Edgar, Kenneth Craig**, First Execution Debtor, and **Edgar, Janice Lynette**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 19 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 3165, situated in the Township of Randparkrif Extension 41, Registration Division IR, Transvaal, being 12 Koorsboom Street, Randparkrif Extension 41, Randburg, measuring 1 220 (one thousand two hundred and twenty) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room/TV-room, store and dressing area, laundry/scullery, three bedrooms, jacuzzi, two separate toilets, separate shower, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, bathroom, store-room, swimming-pool, cottage comprising of lounge, dining-room, kitchen, bedroom and bathroom.

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

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

Dated at Johannesburg this 6th day of June 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/E.79.)

Saak 206/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Lepu Peter Mofokeng**, Eerste Verweerder, en **Nkalimo Ellen Mofokeng**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 2 Februarie 1994, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 8 Julie 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3120, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 3de dag van Junie 1994.

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

Saak 4955/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Tumo Clement Motseki**, 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 41, Vereeniging, op 8 Julie 1994 om 10:00:

Erf 35, Springcol-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 783 (sewehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T88514/92, bekend as Nelstraat 44, Springcol.

Verbeterings: Enkelverdiepingwoonhuis met drie slaapkamers, enkelgeriewe, enkelmotorhuis en betonmheining.

Terme: Een tiende $\frac{1}{10}$ van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 18,75% (agttien komma sewe vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) 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 26ste dag van Mei 1994.

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

Case 13221/92

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

In the matter between **Nedcor Bank Limited Perm Division**, Plaintiff, and **Abraham Mandla Mbatha**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 February 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 July 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 632, Mabuya Park Township, Registration Division IR, Transvaal, situated on 632 Mabuya Park, Vosloorus, Boksburg, measuring 375 (three hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick under asbestos pitched roof residence comprising lounge, kitchen, three bedrooms and bathroom. Wire fencing.

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 Benoni on this the 1st day of June, 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Regional House, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/P00005.)

Case 7133/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **Marius Johannes Kloppers**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 17 May 1994, the undermentioned property will be sold in execution on Wednesday, 13 July 1994 at 10:00, at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 219, Township of Rooihuiskraal, Registration Division JR, Transvaal, measuring 1 040 (one thousand and forty) square metres, held by the Defendant under Deed of Transfer T39332/1989, also known as 27 Visvanger Street, Rooihuiskraal.

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 house with tiled roof, comprising four bedrooms, bathroom with shower, bathroom with toilet, kitchen, lounge, dining-room, study, family room, two garages, swimming-pool, brick paving, brick/precast fencing with servant's toilet.

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

Signed at Pretoria on this the 3rd day of June 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb S1429.)

Saak 3535/94

PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Magadla, Zanoxolo Godson**, Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 8 Julie 1994 om 10:00 by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2087, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

'n Drieslaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak. Die tuin is in 'n redelike toestand met 'n heining. Geen buitegeboue is op die perseel nie.

Bestaande uit die volgende: Sitkamer, kombuid, badkamer, drie slaapkamers en gang.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Roodepoort, Progressweg 182, Technikon, of die Eiser se prokureurs, Blakes Ingelyf, te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 30ste dag van Mei 1994.

S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTM 029.)

Case 571/89

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

In the matter between **African Bank Limited**, Execution Creditor, and **D. Makgato**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Ownership Unit C 1135, in the Township of Seshego, District of Seshego, will be sold in front of the Court-house of the above Court on 27 July 1994 at 14:00 without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on this the 3rd day of June 1994.

L. F. de Lange, for Pratt, Luyt & De Lange, Docex 5, P.O. Box 152, Pietersburg, 0700; 20 Market Street, Pietersburg, 0699. [Tel. (0152) 295-9020.] [Fax. (0152) 295-8620.]

Saak 1455/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **J. C. Stevenson-Hamilton**, Eiser, en **Angiyati Elendomme BK**, Verweerder

Ten uitvoerlegging van 'n vonnis en lasbrief vir eksekusie uitgereik in bogemelde Hof op 7 Desember 1993, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Witrivier op Vrydag, 29 Julie 1994 om 12:00 te wete:

Resterende Gedeelte van Gedeelte 5, genoem Angiyati, van die plaas Glencairn 8, Registrasieafdeling JU, Transvaal, groot 21,3737 hektaar gehou kragtens Akte van Transport T76355/90.

Die eiendom sal sonder reserve en onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe, en reëls aan die hoogste bieder verkoop word.

die verkoping sal voetstoots geskied en die voorwaardes van die verkoping sal gedurende kantoorure by die Balju, Witrivier, ter insae lê.

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

Geteken te Witrivier op die 6de dag van Junie 1994.

Greyling, Botha & Van Rensburg, Prokureurs vir Eiser, Kruger Parkstraat 31A, Posbus 312, Witrivier, 1240.

Saak 8404/93

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

In die saak tussen **Podmore, Susanna Maria**, Eiseres, en **Podmore, Donald Trevor**, Verweerder

Kennis geskied hiermee dat, ingevolge 'n lasbrief vir eksekusie uitgereik deur die griffier van bogenoemde agbare hof op of ongeveer 2 Maart 1994, die onderstaande eiendom in eksekusie verkoop sal word by die kantoor van die Balju vir die Hooggeregshof, 12de Straat 56, Springs, op 8 Julie 1994 om 11:00 te wete:

Erf 442, Selectionpark-dorpsgebied, Springs, Registrasieafdeling IR, Transvaal, geleë te Yvonneweg 28, Selectionpark, Springs.

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

Verbeterings: Woonhuis van baksteen met sinkdak bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis en twee badkamers, twee garages, buitekamer, bediendekamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die saldo soos uiteengesit in die voorwaardes van verkoping. Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju vir die Hooggeregshof gelees word en sal by sy kantoor ter insae lê voor die datum van die verkoping.

Gedateer te Springs op hierdie 13de dag van Junie 1994.

P. van Blerk, vir De Jager Kruger & Van Blerk, Prokureurs vir Eiser, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Posbus 835, Springs, 1560. [Tel. (011) 812-1455.] (Verw. mnr. Van Blerk/AVV/P744.)

Case 1742/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Charles Mandla Mndebele**, First Defendant, and **David Mafutha Mndebele**, Second 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 20 July 1994 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 30280, Daveyton Township, Registration Division IR, Transvaal, situated on 30280 Daveyton, District of Benoni, measuring 225 (two hundred and twenty-five) square metres.

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

Building built of brick, plaster, tiled roof, residence comprising lounge, kitchen, three bedrooms, bathroom and w.c. Wire fencing.

The conditions of sale:

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

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

Dated at Benoni on this the 30th day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20040.)

Case 7526/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkuta: Mveli Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 14 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 all right, title and interest in the 99 Year Right of Leasehold in respect of Erf 28187, Meadowlands Township, Registration Division IQ, Transvaal.

Area: 221 (two hundred and twenty-one) square metres.

Situation: Stand 28187, Meadowlands.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, dining-room, kitchen, garage and with brick walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 not sale results.

Dated at Johannesburg on this the 1st day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC168.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndhlovu: Sekenke Edward**, 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, 14 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 all right, title and interest in the 99 Year Right of Leasehold in respect of Erf 4183, Orlando East Township, Registration Division IQ, Transvaal.

Area: 386 (three hundred and eighty-six) square metres.

Situation: Erf 4183, Orlando East, Soweto.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, dining-room/lounge, two outside rooms, garage and with 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 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 this the 1st day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC159.)

Case 01732/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madi: Alpheus Zulaphi**, First Defendant, and **Madi: Mapule Annah**, 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, 14 July 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 2231, Moletsane Township, Registration Division IQ, Transvaal.

Area: 2 088 (two thousand and eighty-eight) square metres.

Situation: Stand 2231, Moletsane, Soweto.

Improvements (not guaranteed): A commercial building under slate roof being used as a bottle store.

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 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 this the 1st day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC143.)

Case 10362/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **J. J. & L. N. Lombard**, Defendants

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

Erf 300, Delmore Park Extension 2, Boksburg, known as 34 Gurnard Avenue, Delmore Park, Boksburg, measuring 299 square metres.

Improvements (which are not guaranteed to be correct): Main building: Brick under tiles, two bedrooms, bathroom and toilet, lounge and kitchen.

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

Case 13562/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **T. S. & M. S. Nkomo**, Defendant

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

Erf 1002, Dawn Park, Boksburg, known as 7 Nyala Street, Dawn Park, Boksburg, measuring 805 square metres.

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

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

Case 10115/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **R. Setlari**, Defendant

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

Erf 1677, Dawn Park Extension 29, Boksburg, known as 87 Galahad Street, Dawn Park, Boksburg, measuring 806 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Brick under tiles, three bedrooms, two bathrooms and toilet, lounge, kitchen.

Outbuildings: Garage.

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

Case 10272/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **I. B. and E. T. Ntuli**, Defendant

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

Erf 311, Delmore Park Extension 2, Boksburg, known as 12 Gurnard Street, Delmore Gardens, Boksburg, measuring 440 square metres.

Improvements (which are not guaranteed to be correct):

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

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

Case 13820/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **B. R. I. and C. S. Seedat**, Defendant

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

Erf 495, Reigerpark Extension 1, Boksburg, known as 495 Aster Street, Reigerpark, Boksburg, measuring 363 square metres.

Improvements (which are not guaranteed to be correct): No plans available.

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

Case 13588/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **M. and E. Zwane**, Defendant

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

Erf 1039, Dawn Park, Boksburg, known as 5 Dik Dik Street, Dawn Park, Boksburg, measuring 828 square metres.

Improvements (which are not guaranteed to be correct):

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

Outbuildings: Garage.

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

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Barnard, Adriaan**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 April 1994, and a writ of execution of attachment (immovable property) dated 20 April 1994, the following immovable property will be sold in execution by the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs, on 8 July 1994 at 11:00, to the highest bidder:

Certain Erf 51, Strubenvale Township, Registration Division IR, Transvaal, known as 30 Visser Street, Strubenvale, Springs, measuring 1 467 (one thousand four hundred and sixty-seven) square metres, held under Deed of Transfer T44985/1992.

Improvements: Brick dwelling-house under tiled roof consisting of lounge, dining-room, family room, sewing-room, kitchen, three bedrooms, one and a half bathrooms, shower, fitted carpets, servants' quarters with toilet, steel screenwalling, paving, swimming-pool, bar and games room.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest 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 the sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff for the Supreme Court's fees.
3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.
4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, 56 12th Street, Springs.

Dated at Springs this 25th day of May 1994.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/N74.)

Case 10487/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 30271, Daveyton Township, Registration Division IR, Transvaal, situated on 30271, Judas Moldyu Street, Daveyton, District of Benoni, measuring 268 (two hundred and sixty-eight) square metres.

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

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

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

Dated at Benoni on this the 1st day of June 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/NB7687.)

Case 683/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Mmaboki Samuel Morena**, First Defendant, and **Ramatsobane Dolly Morena**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 24 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 30252, Daveyton Township, Registration Division IR, Transvaal, situated on 30252 Kutumela Street, Daveyton, District of Benoni, measuring 288 (two hundred and eighty-eight) square metres.

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

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

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

Dated at Benoni on this the 30th day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20031.)

Case 12636/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Natal Building Society Limited, Plaintiff, and **Phillemon Dishiwa Mahlangu**, First Defendant, and **Emma Mahlangu**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 December 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 4596, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, situated on 4596 Etwatwa Extension 1, District of Benoni, measuring 400 (four hundred) square metres.

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

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

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

Dated at Benoni on this the 30th day of May 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20017.)

Case 31094/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mokoena, Motlatsi 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 at the offices of the Deputy Sheriff, New Redruth, Alberton, at First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, on 12 July 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, New Redruth, Alberton, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Stand 800, Likole Section, Kattlehong Township, Registration Division IR, Transvaal, situated at 800 Likole Section, Kattlehong, Alberton, being the *domicilium citandi et executandi* measuring 200 (two hundred) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of concrete blocks and plaster, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and w.c., property fenced.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00044.)

Case 31099/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Ngubeni: Zacharia Bheki**, 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, New Redruth, Alberton, at First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, on 12 July 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, New Redruth, Alberton, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 471, Siluma View Township, Registration Division IR, Transvaal, situated at 471 Siluma View, Alberton, being the *domicilium citandi et executandi*, measuring 286 (two hundred and eight-six) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of concrete blocks, and plaster tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and w.c., property fenced.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00041.)

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

In the matter between **Bankorp Limited**, Plaintiff, and **Becker, Jennifer Rosamond Rainsford**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the Sheriff, Brits, 46 Ludorf Street, on 1 July 1994 at 08:30, on the conditions to be read out by the auctioneer at the office of the Sheriff, 46 Ludorf Street, Brits, 0250, prior to the sale, of the undermentioned property situated at:

Portion 92, of the farm Kalkheuvel 493, Registration Division JQ, Transvaal, measuring 8,7952 (eight comma seven nine five two) hectares, held by Deed of Transfer T7452/1985, which is zoned as Residential and consists of (not guaranteed): Unimproved property.

2. Terms:

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

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

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

2.2.2 minimum charges R200 (two hundred rand).

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

A. Brooks, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. A. Brooks.)

Case 25948/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Haverly Desmond Gerald**, First Defendant, and **Haverley Patricia Eileen**, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 28 December 1994, will be sold in execution on Thursday, 14 July 1994 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 214, Mondeor Township, Registration Division IR, Transvaal, in extent 1 058 (one thousand and fifty-eight) square metres, situated at 181 Ormonde Drive, Mondeor, 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 with carpets and tiles. Rooms: Lounge, dining-room, kitchen, four bedrooms, bathroom, shower and three toilets. Outbuildings: Servant's toilet and garage. Boundary: Concrete walls. Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr Steyn/810.)

Saak 17900/92
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bankorp Beperk**, Eiser, en **Mokhele: Boniface Moeketsi**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 14 Julie 1994 om 10:00, by die kantore van die Balju, Johannesburg, Marshallstraat 131, Johannesburg van die ondergemelde eiendom:

Sekere: Erf 5438, Pimville Zone 5-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 322 (driehonderd twee-en-twintig) vierkante meter.

Geleë te: No. 5438, Zone 5, Pimville, Johannesburg.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak, klinkersteenmure en met plaveisel.

Bestaande uit: Sitkamer, eetkamer, studeerkamer, badkamer, toilet en kombuis.

Buitegeboue bestaande uit: Motorhuis en motorafdak.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Johannesburg, Marshallstraat 131, Johannesburg of die Eiser se Prokureurs Mnr. Blakes, Ingelyf te die Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 20ste dag van Mei 1994.

J. Gray, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. J. Gray/IVDB/RRM040.)

Case 23424/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Mxcotwe Jan Ntuli**, 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 Magistrate's Office Mdotjana on Wednesday, 13 July 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 1871, situated in the Town Siyabuswa 3 in the District Mdotjana, in extent 1207,50 (one thousand two hundred and seven comma fifty) square metres, held by Deed of Transfer 30/89.

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

1. Supermarket building brick under flat iron roof approximately 230 square meters dividend internatly to provide an office and two store-rooms, and a supermarket.

2. Outbuildings brick under iron approximately 25 square meters and dividend into two rooms.

3. Toilet.

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

Dated at Pretoria this 15th day of April 1994.

V. Pieri, vir Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. VP/ma/S1711/92.)

Saak 9464/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Li CC**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 15 Maart 1994, sal die onderstaande eiendom op 13 Julie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 23 van Erf 873, geleë in die dorpsgebied Faerie Glen-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Roodezand Place 10, Faerie Glen-uitbreiding 2, gesoneer vir groepsbehuising woonhuis.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis, bediendetoilet, teëldak.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter inae by die Balju Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Gedateer te Pretoria op hede die 30ste dag van Mei 1994.

Dyason, Eiser se Prokureurs, Die Balju Landdroshof Pretoria-Oos, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. Mnr. Lourens/Mev. Genis.)

Case 13377/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **T. W. and R. Marsh**, Defendants

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

Erf 378, Delmore Park Extension 2, Boksburg, known as 46 Katonkel Street, Delmore Gardens, Boksburg, measuring 400 square metres.

Improvements (which are not guaranteed to be correct): *Main building*: Brick under tiles, two bedrooms, bathroom and toilet, lounge and kitchen.

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

Case 9914/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **M. A. Nchwe**, Defendant

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

Erf 957, Dawn Park, Boksburg, known as 4 Impala Road, Dawn Park, Boksburg, measuring 983 square metres.

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

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

Case 13825/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **A. and M. M. Kivido**, Defendants

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

Erf Portion 165 of Erf 846, Reiger Park Extension 1, Boksburg, known as 2 Cod Road, Reiger Park, Boksburg, measuring 241 square metres.

Improvements (which are not guaranteed to be correct): *Outbuildings*: Brick under tiles, three bedrooms, bathroom and toilet, lounge and kitchen.

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

Saak 1579/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Meere Carl Wilhelm**, ID 5709135040005, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Hoewe 22, geleë in die Andeon-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar, gehou kragtens Akte van Transport T2808/1986.

Hierdie eiendom is geleë te Plot 22, Andeon, Pretoria.

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

Konstruksie: Baksteen onder yster dak matte. *Buitegeboue*: Motorhuis, bediendekamer en toilet. *Algemeen*: Eenslaapkamerwoonstel met badkamer, kombuis en sitkamer.

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

Terme:

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 6de dag van Junie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1171.)

Saak 4793/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **United Bank, Eiser**, en **Alberts Antonie**, 5010055112001, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, 14 Julie 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter inae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende gedeelte van Erf 372, in die dorp Daspoort, Registrasieafdeling JR, Transvaal, groot 991 (negehonderd een en negentig) vierkante meter, gehou kragtens Akte van Transport T32258/81.

Hierdie eiendom is geleë te Ceresstraat 812, Daspoort.

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

Konstruksie: Baksteen, teëldak, teëlvloer en herculite plafon.

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 koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 6de dag van Junie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Prokureurs vir Eiser, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev Mare/A1251.)

Case 16556/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Josua Johannes Joubert**, First Defendant, and **Charlotte Philipina Joubert**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Nigel, on Friday on 15 July 1994 at 09:00, at the Magistrate's Court, Kerk Street, Nigel, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 1226, situated in the Township of Dunnottar, Registration Division IR, Transvaal, measuring 1 487 square metres, held by virtue of Deed of Transfer T47563/87, known as 6 Stanley Road, Dunnottar.

The following information is furnished, though in this regard nothing is guaranteed:

A brick building with corrugated iron roof, kitchen, lounge, three bedrooms, TV-room, bathroom and toilet, concrete and brick walling, garage, outside room, swimming-pool, built in cupboards and wall to wall carpets.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in case 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, Nigel, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 29 Third Avenue, Nigel.

Dated at Pretoria this 7th day of June 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58234.)

Saak 6526/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Van Rensburg's Eiendoms Trust BK**, Eerste Verweerder, en **Albertus Bernardus Janse van Rensburg**, Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 16 Mei 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag op 13 Julie 1994 om 10:00, te kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria:

Die eiendom wat aldus te koop aangebied sal word, is Erf 774, geleë in die dorpsgebied Lynnwood-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 983 (een nege agt drie) vierkante meter, gehou kragtens Transportakte T2177/89, bekend as Dawnstraat 509, Lynnwood-uitbreiding 1.

Verbeterings: Sitkamer, eetkamer, gesinskamer, kombuis, vier slaapkamers, twee badkamers, waskamer, dubbelgarage, motorafdak, bediendekamer en toilet.

Konstruksie van die gebou: Steenmure en teëldak, matbedekking.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Pretoria-Oos.

Geteken te Pretoria hierdie 2de dag van Junie 1994.

J. S. du Preez, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Mev. du Preez AR16.)

Case 6039/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Omar Tayob: Antonio Luis**, 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, 14 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 2294, Northcliff Extension 12 Township, Registration Division IQ, Transvaal, area 2 822 (two thousand eight hundred and twenty-two) square metres.

Situation: 1 Carmel Avenue, Northcliff Extension 12, Johannesburg.

Improvements (not guaranteed): A vacant erf.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) and all prospective purchasers are required prior to the sale to pay 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 6th day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4:NB164.)

Case 9461/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **G. B. Shabangu and P. N. Shabangu**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs dated 28 November 1989, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 July 1994 at 15:00 at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 1180 kwaThema Extension 1, Springs, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres.

Postal address: 1180 Extension 1, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof):

Brick building with asbestos roof, two bedrooms, bathroom, lounge and kitchen.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.

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

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

Dated at Springs on this the 6th day of June 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs. (Ref. Mr van Heerden/S89190.)

Saak 20267/93

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **John Bryan Hughes**, Verweerder
Eksekusieverkoping gehou te word te die kantore van die Balju, Strubenstraat 142, Pretoria op 13 Julie 1994 om 10:00:
Van Hoewe 48, geleë in Willowglen-landbouhoewes, Pretoria, Registrasieafdeling JR, Transvaal, grootte 2,2120 (twee komma twee een twee nul) hektaar.

Die eiendom is geleë en staan bekend as Ou Klipmuur 48, Willowglen-landbouhoewes, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie.

'n Dubbelverdiepingwoning met 'n ingangsportaal bestaande uit 'n kombuis, sitkamer, eetkamer, vier slaapkamers, drie badkamers, studeerkamer en familiekamer.

Buitegeboue bestaan uit drie motorhuise, drie bediendekwartiere met badkamer, kothuis bestaande uit 'n kombuis, badkamer met toilet, twee slaapkamers en sitkamer. Swembad en tennisbaan.

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

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

Die verkoopvoorwaardes kan gesien word by die kantore van die Balju, Pretoria-Oos.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria. (Verw. Mnr. Hugo/lvb/SB346.)

Saak 13738/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Kruger L.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 29 Maart 1994, sal die onderstaande eiendom op 14 Julie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, gereglik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit restant van Erf 377, geleë in die dorpsgebied Claremont, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Deborahstraat 932, Claremont, Pretoria, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer en toilet, drie slaapkamers, motorhuis, bediendekamer en toilet.

Verbandhouer: ABSA Bank Bpk., 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 6de dag van Junie 1994.

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

Case 2904/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ricardo Antonio Pataca Trust**, Defendant

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

Certain Erf 1267, Sunward Park Extension 3, Registration Division IR, Transvaal, situated at 52 Nicholson Street, Sunward Park Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of five bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family-room, and outbuildings comprising garage.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01330.)

Case 14533/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Pick 'n Pay Retailers (Pty) Limited**, Plaintiff, and **Globe Trading Co (Pty) Limited**, First Defendant, and **Yusaf Ayob**, Second Defendant, and **Suraiya Ayob**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Hooze Street, Potgietersrus, on Friday, 15 July 1994 at 10:00, of the undermentioned property of the Third Defendant on the conditions which will lie for inspection at the offices of the Sheriff, First Floor, Munpen Building, 80 Voortrekker Road, Potgietersrus, prior to the sale:

Certain Erf 1355, in the Township of Piet Potgietersrus Extension 5, Registration Division KS, Transvaal, measuring 2 977 (two thousand nine hundred and seventy-seven) square metres, and held by the Third Defendant under Deed of Transfer T29069/85.

The property is undeveloped industrial land.

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

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

Signed at Pretoria on this the 10th day of June 1994.

Shapiro & De Meyer Inc., Attorney for Plaintiff, Shapiro Chambers, 20 Bureau Lane, Pretoria. (Ref. Mr Novis/DC/409/92.)

Case 31937/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Anna Maria Fourie**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 13 July 1994 at 10:00, to the highest bidder:

Certain Portion 1, as more fully described on Sectional Plan SS442/93, in the scheme known as Roneldapark in respect of the land and buildings situated in the Township of Willowpark Manor, Registration Division JR, Transvaal, measuring with a floor area of 68 (sixty-eight) square metres, situated at 1 Roneldapark, 456 Bush Road, Willow Park Manor.

Terms and conditions:

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

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

Description of property: Flat, lounge, dining-room, three bedrooms, bathroom, w.c.'s and shower. *Outbuildings:* —.
Common property facilities: Garden, drying area, parking.

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 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

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

Signed at Pretoria on this the 13th day of June 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs T. Kartoudes/MB/N1230.)

Case 24825/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Postercoaster CC**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 13 July 1994 at 10:00, to the highest bidder:

Certain: Erf 454, situated in the Township of Constantiapark, Registration Division JR, Transvaal, measuring 1 122 square metres, situated at 493 Anton van Wouw Street, Constantiapark.

Terms and conditions:

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

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

Description of property: House, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, study room and laundry.

Outbuildings: Double garage.

Other: Swimming-pool, paving, braai and walls.

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

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

Signed at Pretoria on this the 13th day of June 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs T. Kartoudes/MB/N961.)

Saak 14366/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bepers**, Eiser, en **Carl Schmidt**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Erf 1816, geleë in die dorpsgebied The Orchards-uitbreiding 9, Registrasieafdeling JR, Transvaal, groot 1 498 (eenduisend vierhonderd agt-en-negentig) vierkante meter, en geleë te Stephanuslaan 11, The Orchards, in eksekusie verkoop sal word op 8 Julie 1994 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord):

Gemelde eiendom bestaan uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Buitegeboue: Twee motorafdakke en toilet.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 26ste dag van Mei 1994.

N. Döman, vir Laäs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316.) (Verw. N. Döman/yva/NT08-451.)

Case 24108/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** Plaintiff, and **Sebokoe, Jim**, 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, 14 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: Remaining Extent of Portion 1 of Erf 180, Mid-Ennerdale Township, Registration Division IQ, Transvaal, area 992 (nine hundred and ninety-two) square metres, situation: Plot 180, Sixth Avenue, Mid-Ennerdale.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, kitchen, lounge, dining-room with wire 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC97.)

Saak 5344/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS Bank Beperk** (87/01384/06), Eksekusieskuldeiser, en **Johan Gerhardus Fourie**, Eerste Eksekusieskuldenaar, en **Aletta Johanna Fourie**, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof, op 29 Desember 1993, sal die onderstaande eiendom geregteelik verkoop word voor die Landdroskantore te Nelspruit, op 8 April 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 190, geleë in die dorpsgebied West Acres-uitbreiding 1, Registrasieafdeling JT, Transvaal, groot 991 vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T107400/1992.

Die volgende verbeterings is op die eiendom, synde: Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Nelspruit, ter insae lê.

Geteken te Nelspruit Mei 1994.

P. L. du Toit, vir Du Toit & Smuts, Du Toit & Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/AN/N725 (N282/93)]

Saak 3540/94
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Ratshivhombela, Joseph Mathaka**, Eksekusieverweerder

Ingevolge uitspraak van die Hoogeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 8 Julie 1994 om 10:00, by die kantore van die Balju, 183 Progressweg, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 1699, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 288 (tweehonderd agt-en-tagtig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

'n Twee slaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak, die tuin is in 'n redelike toestand, geen omheining en geen buitegeboue is op die perseel nie. Bestaande uit die volgende: Sitkamer, kombuis, badkamer en twee slaapkamers.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Roodepoort, 182 Progressweg, Technikon, of die Eiser se prokureurs, Blakes Ing., Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 30ste dag van Mei 1994.

S. Potgieter, vir Blakes, Sesde Verdieping, Santambank-gebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTR001.)

Saak 29/94

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **M. A. & W. Madise**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 30 Maart 1994, toegestaan is, op 12 Julie 1994 om 14:00, te die betrokke perseel naamlik Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 23C, geleë in die dorp Ekangala, groot 720 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T732/88.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 1ste dag van Junie 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (01212) 22911/2.] (Verw. mnr. Venter/Saambou 33.)

Saak 28/94

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Leka Jan Mothokoa**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 Maart 1994 toegestaan is, op 12 Julie 1994 om 14:00, te die betrokke perseel, naamlik Landdroskantoor, eKangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju Kantoor, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3260D, geleë in die dorpsgebied eKangala, groot 271 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T15/89.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 1ste dag van Junie 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter Saambou 32.)

Case 14413/93

PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Anglo American Corporation of South Africa Limited**, Plaintiff, and **Mkhabela, Hasani Sydney**, Defendant

1. The undermentioned property will be sold on 14 July 1994 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 25 January 1994:

Erf 24010, Meadowlands Township, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL37051/1988, situated at 8 Bickley Road, Meadowlands, Zone 6, Soweto, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: A lounge, kitchen, two bedrooms, a bathroom and the following outbuildings: Single garage, a study, a store-room and a toilet.

Terms:

3. 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 society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, Second Floor, T.F.C. House, 32 Van Brandis Street, Johannesburg, during normal office hours.

Dated at Johannesburg on the 7th day of June 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/A63/93.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Eskom**, Plaintiff, and **Mlalazi, Myalo Desmond**, Defendant

1. The undermentioned property will be sold on 14 July 1994 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 18 January 1994:

The Defendant's right, title and interest in and to the leasehold of Erf 24389, Diepkloof Township, Registration Division IQ, Transvaal, measuring 202 (two hundred and two) square metres, held by Certificate of Registered Grant of Leasehold TL13460/1990 situated at 8336B, Zone 6, Diepkloof, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: A lounge, dining-room, kitchen, two bedrooms, a bathroom, garage and two store-rooms.

Terms:

3. 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, Second Floor, T.F.C. House, 32 Van Brandis Street, Johannesburg, during normal office hours.

Dated at Johannesburg on the 7th day of June 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/E32/92.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Anglo American Corporation of South Africa Limited**, Plaintiff, and
Tshirangwana; Takalani Robert, Defendant

1. The undermentioned property will be sold on 14 July 1994 at 10:00 at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 27 April 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 15015, Meadowlands Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held under Certificate of Registered Grant of Leasehold TL22209/1989, situated at 15015 Meadowlands, Soweto, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

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

3. *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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000, with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this the 7th day of June 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/A 48/92.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (No. 51/00009/06), Eiser, en **Velaphi Alex Mzizi**, Eerste Verweerder, en
Nomasonto Margaret Mzizi, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 Maart 1994 die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Julie 1994 om 10:00 by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 56749 in die dorpsgebied Sebokeng, Eenheid 3, Registrasieafdeling IQ, Transvaal, groot 266 (tweehonderd ses-en-sestig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 7de dag van Junie 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. No. P9/1148/NM/U.)

Case 8614/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sharon Ann Daniels**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 20 August 1992 the following property will be sold in execution on Friday, 15 July 1994 at 10:00 at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz.:

Erf 597, Davidsonville Extension 2 Township, Registration Division IQ, Transvaal, in extent 374 (three hundred and seventy-four) square metres, held by Deed of Transfer T55730/1991, known as 638 Greece Street, Davidsonville Extension 2, District of Roodepoort, upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a lounge, three bedrooms, kitchen and bathroom, in regard to which, however, nothing is guaranteed.

Terms: R5 000 or 10% (ten per centum) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

Date: 9 June 1994.

Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/920788/18339.)

Case 9829/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Allied Bank**, a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Morton: Timothy John**, First Defendant, and **Morton: Fiona Barnstaple**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 13 November 1991, and a writ of execution dated 19 May 1994, the following will be sold in execution without reserve to the highest bidder on 15 July 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 571, Boksburg South Extension 3 Township, Registration Division IR, Transvaal, measuring 1 280 (one thousand two hundred and eighty) square metres, held by the mortgagor under Deed of Transfer T3002/1991, situated at 4 Adam Tas Road, Boksburg South, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

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

Dated at Boksburg this 7th day of June 1994.

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

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Radipabe: Tsitsiroane Sydwell**, First Defendant, and
Radipabe: Mampe Alina, 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, 14 July 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising section 20 and its undivided share in the common property in the Brighton Court sectional title scheme.

Area: 73 (seventy-three) square metres.

Situation: 111 Brighton Court, 31 Ockerse Street, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom and kitchen with lounge.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 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 9 June 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC39.)

Case 3047/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Umfaniseni Samson Zulu**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on 14 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 217, Leboeng Township, Registration Division IR, Transvaal, measuring 281 square metres, held by virtue of Deed of Transfer TL61859/90, known as Erf 217, Leboeng Township, Tembisa.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1259.)

Saak 78236/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **T. D. Nyati**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 7 Januarie 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 15 Julie 1994, om 11:00, te Balju, Wonderboom, Gedeelte 83, Onderste-poort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die persoon wie die hoogste bod maak:

Erf 574, Soshanguve GG.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie:

Eiendom bestaan uit twee slaapkamers, sitkamer met sementvloerbedekkings.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Wonderboom, se kantore.

Geteken te Pretoria op hede die 9de dag van Junie 1994.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein. (Tel. 21-9231.) (Verw. J. A. van Zyl/HK-NOX.)

Case 3357/94

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

In the matter between **ABSA Bank Limited**, United Bank Division (86/04794/06), Plaintiff, and **Sheila Pearson**, First Defendant, and **Raymond Trevor Pearson**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 510, Parkdene Township, situated on 23 Black Street, Parkdene, in the Township of Parkdene, District of Boksburg, measuring 1017 (one thousand and seventeen) square metres.

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

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

The conditions of sale:

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

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

Dated at Boksburg on this the 9th day of June 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00170/Mrs Teixeira.)

Case 2287/94

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

In the matter between **United Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Noeline Heather Chester**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 20 April 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 July 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5923, Benoni Extension 20 Township, situated on 84 Bayley Street, in the Township of Farrarmere, District of Benoni, measuring 1069 (one thousand and sixty-nine) square metres.

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

Building built of brick and plaster, thatch roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms with w.c., w.c., garage, servant's room, w.c. and laundry.

The conditions of sale:

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

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

Dated at Benoni on this the 9th day of June 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00163 (UB163).]

Case 2301/94

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

In the matter between **ABSA Bank Limited** (United Bank division) (No. 86/04794/06), Plaintiff, and **Nicolaas Johannes Willem Martin Bezuidenhout**, First Defendant, **Maria Susanna Bezuidenhout**, 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 22 July 1994 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 188, Comet Township, situated on 2 Clarendon Street, Comet, in the Township of Comet, District of Boksburg, measuring 767 (seven hundred and sixty-seven) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, three bedrooms, kitchen, scullery, bathroom with a w.c., garage, servant's room and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% 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 9th day of June 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00146/Mrs Teixeira.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Volkskas Bank Beperk**, Eiser, en **Gerhardus Walter Smuts**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Roodepoort en lasbrief vir eksekusie gedateer 5 April 1993, die ondergenoemde eiendom in eksekusie verkoop sal word by die Balju, Progresslaan 182, Technikon, Roodepoort, op 15 Julie 1994 om 10:00 aan die hoogste bieder, naamlik:

Erf 767, Lindhaven-uitbreiding 2, ook bekend as Napierlaan 328, Lindhaven, Roodepoort.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Sitkamer, eetkamer, TV-kamer, gang, kombuis en 'n enkel garage.

3. *Voorwaardes:* Tien persent (10%) van die koopprijs en vier persent (4%) van die afslaaerskoste (minimum R50) in kontant op die dag van verkoping, die balans op oordrag gewaarborg deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 dae na datum van verkoping. Die verkoper sal verantwoordelik wees vir rente bereken teen die huidige koers, vanaf datum van verkoping tot op datum van oordrag van die eiendom aan die versekerde krediteur, Standard Bank, in wie se guns 'n eerste verband oor die eiendom geregistreer is, onderhewig aan artikel 66. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 9de dag van Junie 1994.

J. P. Gresse, vir M. T. S. Venter Gresse & Kie., Tweede Verdieping, City Centre, Edwardstraat 4, Roodepoort. (Tel. 766-2020/4.) (Verw. mev. Pienewald/KMS043.)

Saak 988/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. M. Pato**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Oberholzer, en 'n lasbrief vir eksekusie gedateer 1 Junie 1994, sal die ondervermelde eiendom op 8 Julie 1994 om 11:00 voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Vyfde Straat 71, Fochville:

Erf 3674, Wedela-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 207 m².

Gedateer te Carletonville op hierdie 8ste dag van Junie 1994.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/S.38)

Saak 987/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Beperk**, Eiser, en **A. Chauke**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer 17 Mei 1994, sal die ondervermelde eiendom op 8 Julie 1994 om 11:00, voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Vyfde Straat 71, Fochville:

Erf 3060, Wedela-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 203 m².

Gedateer te Carletonville op hierdie 8ste dag van Junie 1994.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/S.37.)

Saak 2433/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Volkskas Bank**, Eiser, en **I. M. Olivier**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Oberholzer op 17 Maart 1992 en 'n lasbrief vir eksekusie gedateer te Randfontein op 22 Junie 1993, sal die volgende eiendom op 22 Julie 1994 om 10:00, te Plot 336, Hillside, Randfontein, aan die hoogste bieder verkoop word:

Hoewe 336, Hillside-landbouhoewes-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar, gehou kragtens Akte van Transport T44417/1987, ook bekend as Plot 336, Hillside, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

2. Die kooprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die kooprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonniskskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Parkstraat 40, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 8ste dag van Junie 1994.

C. J. Le Roux, vir C. J. le Roux Prokureurs, Parkstraat 5, Randfontein, Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/la.)

Case 11775/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Cornelius Johannes de Leeuw**, First Defendant, and **Maria Catharina de Leeuw**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 7 August 1990, the undermentioned property will be sold in execution on Wednesday, 13 July 1994 at 10:00, at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 413, situated in the Township of Pierre van Ryneveld, Registration Division JR, Transvaal, measuring 1 140 square metres, held by the Defendants under Deed of Transfer T25966/1989, also known as 20 Fury Avenue, Pierre van Ryneveld, 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 tiled roof house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, three garages, swimming-pool, jacuzzi, brick perimeter enclosure, brick driveway and servants' ablutions.

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, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Inspection at the offices of the Sheriff, Pretoria South, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings, Verwoerdburgstad.

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

M. S. L. Coetzee, for Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. eb X227.)

Case 1169/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **The Trustees for the time being of the Dracon Trust**, 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 Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 15 July 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 for Vanderbijlpark, Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 442, Lochvaal Township, Registration Division IQ, Transvaal, area 1,8627 (one comma eight six two seven) hectares.

Situation: 20 Lochvaal, Vanderbijlpark.

Improvements (not guaranteed): Two brick dwellings under iron/tiles.

1. Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet, enclosed verandah, carport and floors carpeted/slate.

2. Dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and two carports.

Outbuildings: Enclosed steel shed, partially completed 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 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (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 the 2nd day of June 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/ FN3127.)

Saak 21323/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Matome Robert Mohale**, Eerste Verweerder, en **Jabulani Anna Mohale**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 15 Julie 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 14057, Mamelodi-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 367 (driehonderd sewe-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL42693/85, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Huis 14057, Mamelodi.

Verbeteringe: Woonhuis met teëldak bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg:

10% (tien persent) daarvan by verkoping en die balans moet binne 30 (dertig) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, Ou Warmbadpad, Bon Accord.

Geteken te Pretoria op die 2de dag van Junie 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SA 22/RE.)

Saak 4172/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **D. J. de Villiers**, Eiser, en **I. J. Kroll**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Alberton, in bogemelde saak, sal 'n uitverkoop gehou word ten kantore van die Balju, Alberton, op 13 Julie 1994 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping in welke voorwaardes by die kantore van bogemelde Balju voor die verkoping ter insae sal lê:

Sekere Erf 156, Roodekop, Alberton-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Disaweg 7, Roodekop, groot 871 (agthonderd een-en-sewentig) vierkante meter, gehou soos per Transportakte T55266/91.

Verbeteringe (geen waarborg word gegee in die verband nie): Sitkamer, eetkamer, kombuis, badkamer, drie slaapkamers, dubbelgarage, teëldak en omhein.

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 prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

datum van die verkoping verstrek te word.

Vendusiekoste betaalbaar sal bereken word 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum van R100 (honderd rand).

Gedateer te Germiston op hede die 6de dag van Junie 1994.

P. W. du Toit, vir Du Toit & Du Toit, Prokureurs vir Eiser, Angusstraat 4, Germiston. (Tel. 825-3770/1/2.) (Verw. WDT/ar/P.5231.)

Saak 1218/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Sipho Maxwell Hlatshwayo**, Eerste Eksekusieskuldenaar, en **Florence Hlatshwayo**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 13 April 1994 en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroshof-kantoor, Harpurlaan, Benoni, op Woensdag, 27 Julie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 3182, Wattville-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 318 (driehonderd-en-agtien) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL21650/1990, geleë te Lekwapestraat 3182, Wattville.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni, en Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 13de dag van Junie 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.)

Saak 7198/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Javolane Johannes Lukele**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 30 Desember 1991 en 'n lasbrief vir eksekusie gedateer 9 Januarie 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 29 Julie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 21505, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL29756/1990, geleë te Erf 21505, Tsakane-uitbreiding 11.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer/stort/toilet 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 bepalinge van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 13de dag van Junie 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.)

Saak 490/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Johan Jacob Terblanche Jordaan**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 1 Maart 1994 en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 29 Julie 1994 om 11:00:

Hoewe 263, Withok Estates-kleinhoues, Registrasieafdeling IR, Transvaal, groot 4,0442 (vier komma nul vier vier twee) hektaar, gehou kragtens Akte van Transport T49618/1990, geleë te Hoewe 263, Withok Estates-kleinhoues.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit portaal, sitkamer/eetkamer, drie slaapkamers, kombuis, plus woonstel, twee motorhuise en stoorkamer.

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 bepalinge van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 13de dag van Junie 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 6849/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Simon T'Hart**, Defendant

A sale in execution will be held on 8 July 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of: Erf 881, situated in the Township of Montanapark Extension 23, Registration Division JR, Transvaal, measuring 1 124 square metres, known as 1065 Klipmossie Street, Montanapark Extension 23.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling double storey, brick walls, cromodek brownbuilt roof, fitted carpets, tiles, lounge, dining-room, kitchen, pantry, three bedroom,s two bathrooms, two showers, two w.c.'s, bar and entry.

The conditions of sale may be inspected at the office of the Sheriff, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9856.)

Case 819/94

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Johannes Gerhardus Reyneke**, First Defendant, **Louraine Catherine Reyneke**, Second Defendant, **Samuel Hendrik Lubbe**, Third Defendant, and **Leticia Lubbe**, Fourth Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 10 March 1994 and writ of execution, issued pursuant thereto, the property listed hereunder will be sold in execution on 22 July 1994 at 11:15, at the Sheriff's Office, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain Erf 6, Boksburg North, situated at 11 Eighth Street, in the Township of Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty-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 an entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, stoep, w.c., two carports and a scullery.

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

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

Dated at Boksburg on this 12th day of June 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00092 (A092).]

Case 8343/93

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 **Ockert Rudolph Pieterse**, First Defendant, and **Sheila Barbara Pieterse**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 September 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 22 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain Erf 343, Ravenswood Extension 20 Township, situated on 16 Du Toit Street, Ravenswood Extension 20, in the Township of Ravenswood Extension 20, District of Boksburg, measuring 799 (seven hundred and ninety-nine) square metres.

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

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

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

Dated at Boksburg on this the 10th day of June 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6336/Mrs Teixeira.)

Saak 24211/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **I. P. Purchase**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 Mei 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 27 Julie 1994 10:00:

Erf 179, geleë in die dorpsgebied Clubview, Registrasieafdeling JR, Transvaal, groot 1 950 (eenduisend eenhonderd-en-veertig) vierkante meter (beter bekend as Von Wielichstraat 191, Clubview).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met vier slaapkamers, twee en 'n half badkamers, sitkamer, eetkamer, kombuis, TV-kamer, opwaskamer en gang met buitegeboue en swembad.

3. *Terme:* 10% (tien persent) van die koopprijs 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 waarborg 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-Suid.

Geteken te Pretoria op hierdie 14de dag van Junie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48030.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the offices of the Sheriff, De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 14 July 1994 at 10:00:

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

Full conditions of sale can be inspected at the offices of the Sheriff, Vereeniging, at the above-mentioned address, and will be read out prior to the sale.

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

1. **Case No.: 7014/94** (File Ref. Mr Du Plooy/GT1409).

Execution Debtors: **Alfred Matodzi Manenzhe** and **Colli Ramenu**.

Property: All the right, title and interest to the leasehold in respect of Erf 3315, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 555 square metres, held by virtue of Deed of Transfer TL88407/92, known as Erf 3315, Palm Springs.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

2. **Case No.: 6893/94** (File Ref. Mr Du Plooy/GT1410).

Execution Debtors: **Alfred Masike Maliehe** and **Nokuzola Phyllistas Maliehe**.

Property: All the right, title and interest to the leasehold in respect of Erf 3198, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 243 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL45421/91, known as Erf 3198, Palm Springs.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

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

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the Magistrate's Court, Witbank, on Friday, 22 July 1994 at 10:00:

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

Full conditions of sale can be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

1. **Case No.: 7013/94** (File Ref. Mr Du Plooy/GT1424).

Execution Debtor: **Mathe Frans Nkosi**.

Property: Erf 1605, kwaGuqa Extension 4 Township, Registration Division JS, Transvaal, measuring 200 square metres, held under Certificate of Ownership TE86784/91.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

2. **Case No.: 2102/94** (File Ref. Mr Du Plooy/GT1211).

Execution Debtor: **Alfred Majuba Nobela**.

Property: Erf 2372, Phola Township, Registration Division JS, Transvaal, measuring 334 square metres, held under Certificate of Ownership TE21845/92.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

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

Saak 65670/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Leon Frederik Botha**, Verweerder

Ten uitvoer van 'n vonnis en lasbrief vir eksekusie gedateer 14 Mei 1993 in die Landdroshof vir die distrik Pretoria, sal die ondergenoemde eiendom verkoop word op Woensdag, 13 Julie 1994 om 10:00, te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Beskrywing: Erf 1710, Zwartkop-uitbreiding 8, beter bekend as Phyllitelaan 63, Zwartkops, Verwoerdburg, groot 1 719 vierkante meter, gehou kragtens Akte van Transport T62235/1988, Registrasieafdeling JR, Transvaal.

Verbeterings: Vierslaapkamerwoning met sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, badkamer met stort, toilet en buitegebou.

Voorwaardes van betaling;

1. Die eiendom word voetstoots aan die hoogste bieder verkoop, onderhewig aan die bepalings van die Landdroshofwet, No. 32 soos gewysig.

2. Die aankoopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) van die aankoopprys moet in kontant betaal word by die aangaan van die aankoop;

(b) Die volle balans moet gedek word deur die lewering van 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop aan die Balju, Pretoria-Suid.

3. Die verkoping geskied onderhewig aan verdere verkoopvoorwaardes wat voor die verkoping deur die Balju, Pretoria-Suid, uitgelees sal word en vir insae lê gedurende kantoorure by die betrokke Balju.

Geteken te Pretoria op hede die 14de dag van Junie 1994.

Mnre. De Villiers De Beer, 36ste Verdieping, Volkskassentrum, hoek van Pretorius- en Van der Waltstraat, Pretoria. (Tel. 320-6677.) (Verw. mnre. De Beer/mev. Breedts/IVB015.)

Case 29994/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padayachee Sivananda Dorasamy**, First Defendant, and **Padayachee Morganayagee**, 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 in front of the Magistrate's Court, President Steyn Street, Westonaria, on 15 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which may be inspected at the office of the Sheriff, prior to the sale:

Erf 383, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 390 (three hundred and ninety) square metres, situated at 383 Barnett Street, Lenasia South Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of June 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. P21534/PC.)

Case 04987/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Radira Motha M-Boy**, First Defendant, and
Radira Tshego Agnes, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 15 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, and which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2487, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Erf 2487, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, lounge and kitchen.

Outbuildings: Single garage and two servants' quarters.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 13th day of June 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. R20280/PC.)

Case 14388/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwenya Linda Michael**, First Defendant, and
Ngwenya Louisa Liqabang, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 15 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, and which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 10051, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 10051, Dobsonville Extension 3 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 14th day of June 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. N21152/PC.)

Case 9725/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogorosi Lekunutu Deborah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 15 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, and which may be inspected at the offices of the Sheriff, prior to the sale (short description of property, situation, and street number):

Erf 2584, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 2584, Dobsonville Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, family room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

Terms: 10% 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 8th day of June 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. M27233/PC.)

Case 14014/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zwane Siphso James**, First Defendant, and **Zwane Nanki Anna**, 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 14 July 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 (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 634, Orlando East Township, Registration Division IQ, Transvaal, measuring 408 (four hundred and eight) square metres, situated at Erf 634, Orlando East Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, lounge, kitchen, dining-room and bathroom.

The property is zoned Residential.

Terms: 10% 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 June 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. Z21137/PC.)

Case 67/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vilakazi Tseka Eric**, 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 14 July 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 (short description of property, situation, and street number):

Erf 25410, Meadowlands Township, Registration Division IQ, Transvaal, measuring 199 (one hundred and ninety-nine) square metres, situated at 637A, Zone 6, Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of bedroom, dining-room, kitchen. *Outbuildings:* Three servants' quarters.

The property is zoned Residential.

Terms: 10% 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 June 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. V22913/PC.)

Case 24677/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Santi Bethuel**, 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 14 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 3902, Zola Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 1481A, Mashiane Street, Zola North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen and dining-room. *Outbuildings*: Two 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 8th day of June 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. S19081/PC.)

Case 22887/88

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhlamini Jabolane Charlie**, First Defendant, and **Sithole Ntombizodwa Rosta**, 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 14 July 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 279, Zondi Township, Registration Division IQ, Transvaal, measuring 311 (three hundred and eleven) square metres, situated at Erf 279, Zondi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, lounge, vinyl flooring. *Outbuilding*: Two single garages, fenced with wire.

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 10th day of June 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. D15705/PC.)

Case 35228/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Siwela Dintwa Frank**, 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 14 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 85, Ibaxa Township, Tembisa, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 85, Ibaxa Township, Tembisa.

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.

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 June 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. S19238/PC.)

Case 12007/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shabalala Feyana Piet**, First Defendant, and **Shabalala Malebina 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 at the Sheriff's Offices at 8 Park Street, Kempton Park, on 14 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 505, Emangweni Township, Tembisa, Registration Division IR, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 505, Emangweni Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consists of two bedrooms, kitchen, dining-room, toilet. *Outbuildings:* Garage, and two outside 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 9th day of June 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. S14439/PC.)

Case 2140/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Selekane Ramusho Thantios**, First Defendant, and **Selekane Dimakatso Angelina**, 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 14 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 436, Sedibeng Township, Tembisa, Registration Division IR, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 436, Sedibeng Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge, kitchen, dining-room, bathroom and toilet. *Outbuilding:* Garage.

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 9th day of June 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. S13682/PC.)

Case 8820/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Adolf: Patrick Jacobus**, First Defendant, and **Adolf: Catharina Christina**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 36 of Erf 3917, in the Township of Ennerdale Extension 5, Registration Division IQ, Transvaal, in extent 329 (three hundred and twenty-nine) square metres, situated at 36 Mesolite Crescent, Ennerdale Extension 5.

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, family room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings*: Garage, boundary brick walling and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6563.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 34508/93
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Titus: Willie Cornelius**, First Defendant, and **Titus: Porcha Poppie**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 54 of Erf 5398, in the Township of Ennerdale Extension 9, Registration Division IQ, Transvaal, in extent 406 (four hundred and six) square metres, situated at 68 Paul Crescent, Ennerdale Extension 9.

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, bathroom, shower and two w.c.'s. *Outbuildings*: Boundary fencing, concrete walls and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6480.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 8671/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Fray: Julian Michael**, First Defendant, and **Fray: Fiona Alfreda**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5040, in the Township of Ennerdale Extension 14, Registration Division IQ, Transvaal, in extent 451 (four hundred and fifty-one) square metres, situated at 27 Minette Avenue, Ennerdale Extension 14.

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 and under tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s.

Outbuildings: Boundary fencing, patio and pergola.

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 June 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref: D. McCarthy/J. Soma/MN6553.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 00876/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vilakazi: Dortia**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5944, in the Township of Ennerdale Extension 8, Registration Division IQ, Transvaal, in extent 369 (three hundred and sixty-nine) square metres, situated at Cryolite Crescent, Ennerdale Extension 8.

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, cement floors, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing.

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 June 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref: D. McCarthy/J. Soma/MN6490.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 9137/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tsoloan Abel Rantai**, Defendant

On 13 July 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 11780 (formerly Erf 1109), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 204 (two hundred and four) square metres, also known as Erf 11780 (formerly Erf 1109), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The Purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 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 gives 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0027/CMK.)

Case 4430/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshililo Obed Mashau**, First Defendant, and **Lindeni Andronica Mashau**, Second Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8304, Tokoza Township, Registration Division IR, Transvaal, measuring 327 (three hundred and twenty-seven) square metres, also known as Erf 8304, Tokoza, Alberton (hereinafter called the property).

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

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act 1944, and the rules made thereunder or any amendment 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 (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 days (14) 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0383/CMK.)

Case 1523/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vincent Lehlohonolo Lebajoa**, First Defendant, and **Josephina Hopolang Lebajoa**, Second Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2650 (formerly Erf 423), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2650 (formerly Erf 423), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen days (14) 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0029/CMK.)

Case 7773/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lekula Isaac Lehohla**, First Defendant, and **Pulane Ivy Serobe**, Second Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1986, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 1986, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 (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 days (14) 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0022/CMK.)

Case 1597/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahlapa Paulina Kumako**, Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2608 (formerly Erf 381), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, also known as Erf 2608 (formerly Erf 381), 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 a room other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act 1944, and the rules made thereunder or any amendment 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 of 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 days (14) 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0072/CMK.)

Case 7015/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusumuzi Khumalo**, First Defendant, and **Dimakatso Jacobeth Princess Khumalo**, Second Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8521, Tokoza Township, Registration Division IR, Transvaal, measuring 499 (four hundred and ninety-nine) square metres, also known as Erf 8521, Tokoza, Alberton (hereinafter called the property).

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

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 of 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 days (14) 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0062/CMK.)

Case 12862/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Grant Mark Leeson**, First Defendant, and **Martha Maria Leeson**, Second Defendant

On 11 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 in execution made thereunder sell:

Portion 94 (a portion of Portion 8) of Erf 132, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 990 (nine hundred and ninety) square metres, also known as 10 Sand Road, Klippoortje Agricultural Lots, 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 six rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising two carports 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 ten per centum (10%) of the price of 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 days (14) 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 9th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0010/Miss Kent.)

Case 7484/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pholly Alice Dhlamini N.O.**, Defendant

On 13 July 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 2752, Moleleki Extension 3 Township, Registration Division IR, Transvaal.

Measuring: 315 (three hundred and fifteen) square metres.

Also known as: Erf 2752 Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen 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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0122/CMK.)

Case 3750/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Badnock Vusimuzi Sibisi**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 224, Jiyana Township, Registration Division IR, Transvaal.

Measuring: 268 (two hundred and sixty-eight) square metres.

Also known as: Erf 224, Jiyana, Tembisa, Kempton Park (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage and three store-rooms.

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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o Attorney J. P. A. Swanepoel, Second Floor, Hees & Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MS0085/CMK.)

Case 3748/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlengane Isaac Mashimbi**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 24, Ibaxa Township, Registration Division IR, Transvaal.

Measuring: 371 (three hundred and seventy-one) square metres.

Also known as: Erf 24, Ibaxa, Tembisa, Kempton Park (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two store-rooms 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 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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, c/o Attorney J. P. A. Swanepoel, Second Floor, Hees & Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MM0545/CMK.)

Case 2534/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pitrose Piet Seboya**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 226, Welomlambo Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as Erf 226, Welomlambo, Tembisa, Kempton Park (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings and a similar construction comprising garage.

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 come 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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, c/o Attorney J. P. A. Swanepoel, Attorneys for Plaintiff, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MS0083/CMK.)

Case 4485/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Levy Katanka Makota**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 1051, Tembisa Extension 4 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, also known as Erf 1051, Tembisa Extension 4, Kempton Park (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising 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 comme 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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, c/o Attorney J. P. A. Swanepoel, Attorneys for Plaintiff, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MM0555/CMK.)

Case 3363/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlethswa Mathews Gulube**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 222, Leboeng Township, Registration Division IR, Transvaal, measuring 225 (two hundred and fifty-five) square metres, also known as Erf 222, Leboeng, Tembisa, Kempton Park (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising 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 comme 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 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 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 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, c/o Attorney J. P. A. Swanepoel, Attorneys for Plaintiff, Second Floor, Hees and Van Loggerenberg Building, corner of Long and Monument Streets, Kempton Park. [Tel. (011) 825-1015.] (Ref. MG0025/CMK.)

Case 2531/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paki Fanios Serane**, Defendant

On 14 July 1994 at 10:00, a public auction sale will be held at 8 Park Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 566, Tlamatlama Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, also known as Erf 566, Tlamatlama, Tembisa, Kempton Park (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time 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 the 14th day of June 1994.

H. R. Jaskolka, for Henry Tucker & Partners, c/o J. P. A. Swanepoel, Attorneys for Plaintiff, Second Floor, Hees & Van Loggerenberg Building, corner of Long and Monument Street, Kempton Park. [Tel. (011) 825-1015.] (Ref. MS0084/CMK.)

Case 00743/92
PH 421

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

In the matter between **Gihwala's Eastern Gem Products CC**, Plaintiff, and **R. Hira**, trading as H. & H. Wholesalers, Defendant

On 22 July 1994 at 10:00, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Westonaria, in front of the Magistrate's Court, President Steyn Street, Westonaria:

Certain right of leasehold of Erf 170, Lenasia South Extension 1, Registration Division IQ, Transvaal, held under Deed of Transfer T20122/86.

Improvements: Detached residential property.

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

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 (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 Johannesburg on this the 23rd day of May 1994.

Nanabhai & Chibabhai, Plaintiff's Attorneys, Fourth Floor, 41 Rissik Street, Johannesburg, 2001; P.O. Box 61907, Marshalltown, 2107. (Tel. 834-2561.) (Ref. CG0527.)

Case 6945/94
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 **Whittaker Steve**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 763, situated in the Township of Birch Acres Extension 2, Registration Division IR, Transvaal, being 22 Valk Street, Birchacres Extension 2, Kempton Park, measuring 1 072 (one thousand and seventy-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, carport, servant's room, toilet, shower, laundry and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 13th day of June 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W158.)

**Case 9372/94
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 **Gohari, Izhak**, 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 15 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, Technicon, Roodepoort, prior to the sale:

Certain Erf 427, situated in the Township of Little Falls Extension 1, Registration Division IQ, Transvaal, being 427 Merensri Street, Little Falls Extension 1, Roodepoort, measuring 1 200 (one thousand two hundred) square metres.

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

A vacant stand.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 13th day of June 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.180.)

Case 4565/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Irma Maria Nagy**, First Defendant, and **Sandor Nagy**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution, the property listed hereunder which was attached on 15 September 1993, will be sold in execution on Wednesday, 20 July 1994 at 10:00, in front of the Sheriff's Office, Alberton, 4 Du Plessis Street, Florentia, Juria Court, Alberton, to the highest bidder:

Erf 3160, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, in extent 1 263 (one thousand two hundred and sixty-three) square metres, situated at 5 Albasini Street, Brackendowns Extension 5, Alberton.

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: Fitted carpets.

Rooms: Lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom, shower and two toilets.

Outbuildings: Double garage and toilet.

Boundary: Brick and concrete courtyard.

Improvements: Airconditioning in lounge, intercom system and swimming-pool.

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

Dated at Johannesburg on the 10th day of June 1994.

De Villiers & Co., c/o Kloppe Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs Van Tonder/N1806.)

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en
Malose John Tindisa, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die bogemelde Agbare Hof op 1 Maart 1994, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 15 Julie 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die onroerende eiendom bekend as Erf 1155, Blok FF, geleë in die woongebied van Soshanguve, met straatadres bekend as Erf 1155, Blok FF, Soshanguve, groot 550 (vyfhonderd-en-vyftig) vierkante meter, gehou kragtens sertifikaat van reg van Huurpag 288/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping, naamlik: Sitkamer, drie slaapkamers, badkamer, kombuis en woonkamer sonder geriewe.

Die wesentlike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordragbelasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslagselde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 9de dag van Junie 1994.

G. F. T. Snyman, Van der Walt & Hugo, Volkskasentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9536.)

Case 1268/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mark Baker** and **Patricia Marguerite Baker**, Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 30 May 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 15 July 1994 at 09:00:

Erf 338, Township of Brits, Registration Division JQ, Transvaal, measuring 1 115 square metres, held under Deed of Transfer 93600/93.

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

Material conditions of the sale are:

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 9th day of June 1994.

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

Saak 7950/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Dirk Cornelius Jacobs**, Eerste Verweerder, en **Elaine Jacobs**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 Mei 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 14 Julie 1994 om 10:00, te Olivettgebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere: Erf 3286, geleë in die dorp Elandspoort, Registrasieafdeling JR, Transvaal, met straatadres te Longtomstraat 295, Elandspoort, groot 1 080 (eenduisend en tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, kombuis, badkamer, wk en motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettgebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0135).]

Case 05434/94
PH 45

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Taylor, Pamela Faye**, 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Vereeniging, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 21 July 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, Vereeniging, prior to sale:

Portion 14 of Erf 3196, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, measuring 391 (three hundred and ninety-one) square metres, being Portion 14 of Erf 3196, Ennerdale Extension 3, Vereeniging.

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

Main building: Lounge, dining-room, three bedrooms, kitchen, toilet and bathroom.

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

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

Dated at Johannesburg this the 16th day of June 1994.

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb SV/10/792982.)

Case 8921/93

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

In the matter between **Pietersburg Wholesalers (Pty) Ltd**, Plaintiff, and **Atlas Mogashoa**, Defendant

In pursuance of a judgment by the above Honourable Court on 29 October 1993, and a warrant of execution against property, the property described as 3386 Zone 2, Seshego, will be sold in front of the Magistrate's Office at Seshego, by the Sheriff, on 6 July 1994 at 14:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling.

The material conditions of the sale are:

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

2. The property will be sold voetstoots and subject to:
 - 2.1 The Magistrates' Courts Act and the rules made thereunder;
 - 2.2 the conditions of the title deed;
 - 2.3 the conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Dated at Pietersburg on this the 7th day of June 1994.

R. Essa, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. R. Essa/QC0739.)

Saak 5557/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Cliff Anthony Tager en mev. Petronella Gertruida Tager**,
Verweerders

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekusie gedateer 12 April 1994, sal die ondergemelde eiendom, per geregtelike veiling, verkoop word te Goudstraat 70, Potchefstroom, op Vrydag, 5 Augustus 1994 om 10:00, naamlik:

Erf 1537, geleë in die dorpsgebied Potchefstroom-uitbreiding 4, Potchefstroom (beter bekend as Goudstraat 70, Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 1 129 (een een twee nege) vierkante meter, gehou kragtens Akte van Transport T15294/93, bestaande uit sitkamer, eetkamer, twee badkamers, aparte toilet, TV-kamer, kombuis en drie slaapkamers. Buitegeboue bestaan uit bediendekamer, toilet, motorhuis en daar is ook 'n lapa en 'n afdak.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien per centum) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Potchefstroom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag Belasting op Toegevoegde Waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprijs daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Potchefstroom, asook by die Landdroshof, te hoek van Greyling- en Wolmaransstraat, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom op hierdie 13de dag van Junie 1994.

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/18538.)

Saak 1887/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser (Eksekusieskuldeiser), en **Hermanus Bernardus Claassen**, Verweerder/s (Eksekusieskuldenaar/s)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 13 Mei 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 22 Julie 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Peacehaven, Registrasieafdeling IQ, Transvaal, synde Erf 250, groot 2 372 (twee drie sewe twee) vierkante meter.

Vierslaapkamerhuis met teëldak, enkelgarage met draad- en betonomheining.

Die straatadres van die eiendom is Connaughtlaan 10, Peacehaven, Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 9de dag van Junie 1994.

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

Saak 641/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Bepark**, Eiser, en **Frederik Willem Jacobus Stieler**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Februarie 1993, sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 15 Julie 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Hoewe 20, Ebner-On-Vaal-landbouhoewes, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 2,1414 (twee komma een vier een vier) hektaar.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 8ste dag van Junie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A841/JM Pieterse/Mev. Harmse.)

Saak 5630/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Saambou Bank Bepark**, Eiser, en **Jacobus Johannes Kemp**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 September 1993, en daarop volgende lasbrief vir eksekusie, die hiernagemelde eiendom op 8 Julie 1994 om 09:00, te die Baljukantore, Kerkstraat 69, Nigel, geregteelik verkoop sal word, naamlik:

Erf en dorpsgebied: Erf 62, Glenvarloch, Nigel, Registrasieafdeling IR, Transvaal, groot 658 (seshonderd agt-en-veertig) vierkante meter.

Ook bekend as Ramseylaan 14, Glenvarloch, Nigel.

Beskrywing van die eiendom: Steengebou met sinkdak, kombuis, eetkamer, sitkamer, TV-kamer, drie slaapkamers, twee badkamers met toilette, beton en steenomheining, twee garages, twee buitekamers, kaste in twee slaapkamers en volvloermatte.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Landdros ter insae lê en behels onder andere die volgende:

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaersgelde in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- en/of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Geteken te Nigel op hierdie 7de dag van Junie 1994.

J. G. W. de Beer, vir De Beer, Viljoen & Fourie, Breytenbachstraat 76; Posbus 704, Nigel. (Verw. mev. Slabbert/1516.)

Saak 3247/94

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

In die saak tussen **NBS Bank Bepark**, voorheen bekend as Natal Bouvereniging Bepark (Reg. No. 87/01384/06), Eiser, en **Wilhelm van Zyl**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 12 April 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 14 Julie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 882, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, bekend as Mimosalaan 27, Birchleigh, in die distrik Kempton Park, groot 1 082 (eenduisend twee-en-tagtig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, twee toilette, drie slaapkamers, familie-/TV-kamer en kombuis.

Buitegeboue bestaan uit motorhuis, afdak, oprit, omhein met baksteen en betonmure.

Voorwaardes van verkoping:

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

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 3de dag van Mei 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N914/CDN571.)

Saak 7845/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Chambers 1040 Florida CC**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogermelde saak op 22 November 1993, sal 'n verkoping gehou word op 15 Julie 1994 om 10:00, by die verkoopslokaal 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:

Erf Gedeelte 1 van Erf 1040, Florida-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 772 (sewehonderd twee-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T41644/89.

Die eiendom is gesoneer Residensiële en is geleë te Goldmanstraat 8, Florida, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bedienekamer, enkelmotorhuis, toe stoep, netjiese tuin, teëldak en sierstene, betonmuur omheining en staalvensters, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 14de Junie 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureur, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC.BC/233/92/EC401.)

Case 18522/93
PH 482

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Van der Westhuizen, Matthys Johannes**, First Execution Debtor, and **Van der Westhuizen, Carol**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Springs, on 15 July 1994 at 11:00, at 56 12th Street, Springs, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 339, Dersley Township, Registration Division IR, Transvaal, measuring 942 (nine forty-two) square metres and held under Deed of Transfer T22195/1987, situated at 33 Cloverfield Road, Dersley, Springs.

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

A dwelling with tiled roof and comprising of three bedrooms, kitchen, two bathrooms, lounge, dining-room, two w.c.'s, TV-room and swimming-pool.

Outbuildings: Single garage and toilet.

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

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

Dated at Johannesburg this 14th day of June 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Ref. Max Cohen/P. Sapire/E246.) (Fax No. 29-0274.)

Saak 615/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Eugene Patrick**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 21 Maart 1994, en 'n lasbrief vir eksekusie gedateer 21 Maart 1994, sal die volgende eiendom op 22 Julie 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Gedeelte 15 van Erf 2573, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T681/1988, ook bekend as Oranjerivierstraat 18, Toekomsrus, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in so verre van toepassing is;

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg;

3. Die eiendom word voetstoots verkoop en nog die Balju nog die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Parkstraat 40, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 10de dag van Junie 1994.

C. J. le Roux, vir C. J. le Roux, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. Mev Nolan/la.)

Case 7309/93

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 **Tom Moses Shongwe**, First Defendant, and **Daphne Nonkululeko Ncongo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued 5 August 1993, the property listed hereunder will be sold in execution on Friday, 15 July 1994 at 15:00, in the afternoon, 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 Lot 13676, Kwa-Thema Extension 2, Township Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, known as Lot 13676, Kwa-Thema Extension 2, Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, known as Lot 13676, Kwa-Thema 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 two bedrooms, kitchen, bathroom, dining-room.

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 into the 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 the 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 10th day of July 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.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michael Christoffel van der Merwe**, First Defendant, and **Louise van der Merwe**, Second Defendant

A sale in execution of the undermentioned property is to be held at 29 Ella Street, Kinross, on 20 July 1994 at 12:15.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander.

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

Property: Erf 1337, Kinross Extension 12 Township, Registration Division IS, Transvaal, measuring 994 square metres, held by Virtue of Deed of Transfer T70100/91, 29 Ella Street, Kinross.

Improvements: Three bedrooms, one and a half bathrooms, kitchen, dining-room, lounge, garage, carport, servants' quarters, wire fencing and brick driveway.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1314.)

Case 20077/93

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

In the matter between **Grahamstown Building Society**, Plaintiff, and **Gabriel Jacobus Fick**, First Defendant, and **Johanna Barendina Fick**, 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 the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 July 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, prior to the sale:

(a) Section 8, as shown and more fully described on Sectional Plan SS450/90, in the building or buildings known as South Gate, situated at Portion 1 of Erf 1312, Township of Vereeniging Extension 2 (also known as 101 17B Lewis Avenue, Vereeniging Extension 2), Municipality of Vereeniging, of which the floor area, according to the sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown as 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 ST450/1990 (8) (Unit).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Sectional title unit situated on the First Floor of a four-storied building, consisting of three rooms, kitchen and bathroom.

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

Dated at Pretoria this 14th day of June 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1538/93.)

N. C. H. Bouwman, Sheriff, Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 668/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO
In die saak tussen **Ermelo Stadsraad**, Eiser, en **D. M. Coetzee**, Verweerder

Ingevolge 'n vonnis gelewer op 27 Maart 1992, in die Ermelo Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 15 Julie 1994 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, aan die hoogste bieder met geen reserweprys.

Beskrywing: Resterende Gedeelte van Erf 720, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 529 (eenduisend vyfhonderd nege-en-twintig) vierkante meter, gehou kragtens Akte van Transport T16366/88.

Straatadres: Fouriëstraat 48, Ermelo.

Die volgende inligting word gegee, maar word nie gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, eetkamer, vier slaapkamers, badkamer, kombuis en twee motorhuise.

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 te hoek van De Clercq- en Jan van Riebeeckstraat, Ermelo.

Terme:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van die verkoping betaal, die balans tesame met rente bereken teen 15% (vyftien persent) op die balans, vanaf die datum van verkoping tot datum van registrasie van transport, en betaalbaar teen registrasie van transport, moet verseker word deur 'n bank- of bouvereniging- of ander aanneembare waarborg wat deur die Eiser se prokureur goedgekeur is en wat van hom oorhandig moet word binne 30 (dertig) dae vanaf die verkoopdatum. Onderworpe aan die verdere voorwaarde dat, indien die Eiser of enige ander verbandhouer geregtig mag wees op 'n hoër rentekoers, daardie rentekoers van toepassing sal wees.

2. Die koper moet afslagsgelde bereken teen 4% (vier persent) op die opbrengs van die verkoping met 'n minimum van R50 (vyftig rand) plus BTW op die dag van die verkoping betaal en ook, wanneer daartoe versoek deur die prokureurs van die Vonnisskuldeiser, die transportkoste synde hereregte, fooie en seëls, en verdere agterstallige belastinge (*inter alia* eiendomsbelasting, sanitasiegelde asook ander heffings verskuldig aan die betrokke plaaslike owerheid) en ander uitgawes wat daartoe nodig is. Indien van toepassing sal die koper aanspreeklik wees om Belasting op Toegevoegde Waarde te betaal, in plaas van hereregte. Al die voormelde bedrae is betaalbaar deur die koper as 'n verpligting bo en behalwe die koopprys.

3. Die deposito van 10% (tien persent) hierbo genoem kan deur die Eiser behou word as gelikwiderde skadevergoedings sonder dat dit die Eiser se reg om die restant van sy skade te verhaal beperk, sou die koper versuim om sy verpligtinge na te kom na toeslaan van die bod.

4. Die eiendom kan onmiddellik na betaling van die deposito in besit geneem word en sal na betaling daarvan op die risiko en tot voordeel van die koper gehou word. Nog die Eiser nog die Balju waarborg *vacuo pessione* van die eiendom, en enige regsaksie wat nodig mag wees om *vacuo pessione* te verkry, moet deur die koper ingestel word op die koper se eie kostes. Die koper moet sy eie reëlings maak insake okkupasie.

5. Transport sal deur Eiser se prokureurs behartig word.

Gedateer te Ermelo hierdie 10de dag van Junie 1994.

P. A. Stoffberg, vir G. F. Botha & Van Dyk, G. F. Botha & Van Dykgebou, Joubertstraat, Ermelo; Posbus 41, Ermelo, 2350. [Tel. (01341) 2231/2232.] (Verw. T. van Dyk/MD Z.4159.)

Saak 1057/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Boland Bank Beperk**, Eiser, en **J. Staal**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 14 Mei 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 22 Julie 1994 om 10:30, voor die Landdroskantoor, Middelburg, aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 2 van die plaas Koeienhof 268, Registrasieafdeling JS, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T12424/89, onderhewig aan al sodanige voorwaardes as wat in gemelde akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Totiusstraat 107, Golfsg, Middelburg.

Geteken te Middelburg op hierdie 13de dag van Junie 1994.

A. L. Terblanche, vir Terblanche & Du Preez, Voortrekkerstraat 18, Middelburg, 1050. (Verw. ALT/HS/BBT367.)

Case 1057/94

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

In the matter between **Boland Bank Beperk**, Plaintiff, and **Jules Staal**, Defendant

In execution of a judgment of the above Honourable Court and writ of execution dated 14 May 1994, the following immovable property will be sold in execution at the Magistrate's Office, Middelburg, on 22 July 1994 at 10:30, namely:

Portion 2 of the farm Koelenhof, Registration Division JS, Transvaal, measuring 8,5653 (eight comma five six five three) hectares, held by Deed of Transfer T12424/89.

This conditions of sale that will be read strictly before the sale lie for inspection at the office of the Sheriff of the Court, 107 Totius Street, Golfsg, Middelburg.

Dated at Middelburg on this the 13th day of June 1994.

A. L. Terblanche, for Terblanche & Du Preez, 18 Voortrekker Street, Middelburg, 1050.

Saak 52694/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Boland Bank Beperk**, Eiser, en **G. O. Holworthy**, Eerste Verweerder, en **M. R. Botes**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 November 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Noord-Oos te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 19 Julie 1994 om 10:00:

Erf 1141, geleë in die dorpsgebied Eersterus-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter (beter bekend as Frank Adamslaan 175, Eersterus).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met drie slaapkamers, badkamer, sitkamer, kombuis en sitkamer.

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

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

Geteken te Pretoria op hierdie 15de dag van Junie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JB33078.)

Case 32931/93
PH 168

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Teitge, John**, First Defendant, and **Teitge, Margaret Carol**, 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 Deputy Sheriff, 131 Marshall Street, Johannesburg, on 14 July 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Portion 1 of Erf 122, Crown Gardens Township, Registration Division IR, Transvaal, measuring 608 square metres, held under Deed of Transfer T43193/91, situated at 10 Shamrock Crescent, Crown Gardens, Johannesburg.

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

Main building: Entrance hall, lounge, kitchen, three bedrooms, bathroom and toilet. Brick, plaster painted walls and carpet floors. Low iron roof.

Outbuildings: Outbuildings consisting of two carports, store-room and toilet.

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

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

Dated on this the 26th day of May 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gm/F122).

Saak 2171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **C & D Estates**, Eiser, en **Robert Barnard**, Eerste Verweerder, en **Coreen Barnard**, Tweede Verweerder Kragtens vonnis van die bogemelde Landdroshof gedateer 30 Maart 1994, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 7 Julie 1994 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 12 van Erf 173, Riversdal.

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

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

Drieslaapkamerwoonhuis met dubbelgeriewe, sitkamer, eetkamer, teëldak, enkelgarage en betonmheining.

Geleë te Malvastraat 16, Riversdal.

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

Geteken te Meyerton op hierdie 13de dag van Junie 1994.

M. C. Loughlin Porter, Lochstraat 15D, Meyerton. (Verw. A. Meintjes/C161.)

Saak 2537/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Gilbeys Distillers & Vintners (Pty) Ltd**, Eiser, en **John Sibanyoni**, handeldrywende as Kwazanele Tavern, Verweerder

Ingevolge 'n vonnis gelewer op 22 September 1993, in die Landdroshof Ermelo, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 15 Julie 1994 om 12:00, voor die Landdros-kantoor, Breyten, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Sekere Standplaas 101, Kwazanele, geleë in die distrik Breyten, Registrasieafdeling IS, Transvaal, groot 248 vierkante meter, gehou kragtens Transport TL27002/91, straatadres Stand 101, Kwazanele, Breyten.

Die volgende inligting word gegee, maar word nie gewaarborg nie: Met verbeterings.

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 te Jan van Riebeeckstraat 15, Ermelo.

Terme:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping betaal, die balans tesame met rente bereken teen 15% (vyftien persent) op die balans, vanaf die datum van verkoping tot datum van registrasie van transport, en betaalbaar teen registrasie van transport, moet verseker word deur 'n bank- of bouvereniging- of ander aanneembare waarborg wat deur die Eiser se prokureur goedgekeur is en wat aan hom oorhandig moet word binne 30 (dertig) dae vanaf die verkoopdatum. Onderworpe aan die verdere voorwaarde dat, indien die Eiser of enige ander verbandhouer geregtig mag wees op 'n hoër rentekoers, daardie rentekoers van toepassing sal wees.

2. Die koper moet afslaersgelde bereken teen 4% (vier persent) op die opbrengs van die verkoping met 'n minimum van R50 (vyftig rand) plus Belasting op Toegevoegde Waarde op die dag van die verkoping betaal en ook, wanneer daartoe versoek deur die prokureur van die Vonnisskuldeiser, die transportkoste synde hereregte, fooie en seëls, en verdere agterstallige belastinge (*inter alia* eiendomsbelasting, sanitasiegelde asook ander heffings verskuldig aan die betrokke plaaslike owerheid) en ander uitgawes wat daartoe nodig is. Indien van toepassing sal die koper aanspreeklik wees om Belasting op Toegevoegde Waarde te betaal, in plaas van hereregte. Al die voormelde bedrae is betaalbaar deur die koper as 'n verpligting bo en behalwe die koopprijs.

3. Die deposito van 10% (tien persent) hierbo genoem kan deur die Eiser behou word as gelikwiderde skadevergoeding sonder dat dit die Eiser se reg om die restant van sy skade te verhaal beperk, sou die koper versuim om sy verpligtinge na te kom na toeslaan van die bod.

4. Die eiendom kan onmiddellik na betaling van die deposito in besit geneem word en sal na betaling daarvan op die risiko en tot voordeel van die koper gehou word. Nog die Eiser nog die Balju waarborg *vacua possessio* van die eiendom, en enige regsaksie wat nodig mag wees om *vacua possessio* te verkry, moet deur die koper ingestel word, op die koper se eie kostes. Die koper moet sy eie reëlins maak insake okkupasie.

5. Transport sal deur Eiser se prokureurs behartig word.

Gedateer te Ermelo hierdie 16de dag van Junie 1994.

P. A. Stoffberg, vir G. F. Botha & Van Dyk, G. F. Botha & Van Dykgebou, Joubertstraat, Posbus 41, Ermelo, 2350. (Verw. mnr. Stoffberg/Z7380.)

Saak 3013/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **J. C. van der Vyver**, handeldrywende as Unimed Apteek, Eiser, en **mev. Wilma Sinclair**, Verweerder

Ingevolge 'n vonnis gelewer op 16 November 1993, in die Landdroshof Ermelo, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 5 Augustus 1994 om 11:00, voor die Landdroskantoor, Carolina, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Restant van Gedeelte 26 van die plaas Twisthoek, geleë in die distrik Carolina, Registrasieafdeling IT, Transvaal, groot 723,3855 hektaar, gehou kragtens Transportakte T52748/1986.

Geen verbeterings.

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 te Jan van Riebeeckstraat 15, Ermelo.

Terme:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping betaal, die balans tesame met rente bereken teen 15% (vyftien persent) op die balans, vanaf die datum van verkoping tot datum van registrasie van transport, en betaalbaar teen registrasie van transport, moet verseker word deur 'n bank- of bouvereniging- of ander aanneembare waarborg wat deur die Eiser se prokureur goedgekeur is en wat aan hom oorhandig moet word binne 30 (dertig) dae vanaf die verkoopdatum. Onderworpe aan die verdere voorwaarde dat, indien die Eiser of enige ander verbandhouer geregtig mag wees op 'n hoër rentekoers, daardie rentekoers van toepassing sal wees.

2. Die koper moet afslaersgelde bereken teen 4% (vier persent) op die opbrengs van die verkoping met 'n minimum van R50 (vyftig rand) plus Belasting op Toegevoegde Waarde op die dag van die verkoping betaal en ook, wanneer daartoe versoek deur die prokureur van die Vonnisskuldeiser, die transportkoste synde hereregte, fooie en seëls, en verdere agterstallige belastinge en ander uitgawes wat daartoe nodig is. Indien van toepassing sal die koper aanspreeklik wees om belasting op toegevoegde waarde te betaal, in plaas van hereregte. Al die voormelde bedrae is betaalbaar deur die koper as 'n verpligting bo en behalwe die koopprijs.

3. Die deposito van 10% (tien persent) hierbo genoem kan deur die Eiser behou word as gelikwiderde skadevergoeding sonder dat dit die Eiser se reg om die restant van sy skade te verhaal beperk, sou die koper versuim om sy verpligtinge na te kom na toeslaan van die bod.

4. Die eiendom kan onmiddellik na betaling van die deposito in besit geneem word en sal na betaling daarvan op die risiko en tot voordeel van die koper gehou word. Nog die Eiser nog die Balju waarborg *vacua possessio* van die eiendom, en enige regsaksie wat nodig mag wees om *vacua possessio* te verkry, moet deur die koper ingestel word, op die koper se eie kostes. Die koper moet sy eie reëlins maak insake okkupasie.

5. Transport sal deur Eiser se prokureurs behartig word.

Gedateer te Ermelo hierdie 16de dag van Junie 1994.

P. A. Stoffberg, vir G. F. Botha & Van Dyk, G. F. Botha & Van Dykgebou, Joubertstraat, Posbus 41, Ermelo, 2350. (Verw. mnr. Stoffberg/Z6801.)

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 **Hendrik Loedolph Blankenberg Bosman**, First Defendant, and **Helena Christina Bosman**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Portion 83, De Onderstepoort, Old Warmbath Road, Bon Accord, on 22 July 1994 at 11:00, to the highest bidder:

Certain: Erf 265, situated in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres, situated at 394 Edelweiss Street, Magalieskruin Extension 1.

Terms and conditions:

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

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

Description of property: House consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, three w.c.'s, pantry, entrance hall, TV-room and scullery.

Outbuildings: Double garage, w.c. and study.

Other: Walls, gates, driveway, paving and swimming-pool area.

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

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

Signed at Pretoria on this 16th day of June 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs T. Kartoudes/MB/N1184.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Boland Bank Beperk**, Eiser, en **G. O. Holworthy**, Eerste Verweerder, en **M. R. Botes**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 November 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Noord-Oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 19 Julie 1994 om 10:00:

Erf 3727, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 920 (negehonderden-twintig) vierkante meter, beter bekend as Tigrislaan 277, Eersterust.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Leë erf.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju aan die Landdroshof Pretoria Noord-Oos.

Geteken te Pretoria op hierdie 15de dag van Junie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlansentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JB33078.)

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

In the matter between **Golden Glow Trading Co.**, Plaintiff, and **Dhaya Jivan**, Defendant

In pursuance to a judgment of the above Honourable Court and writ of execution dated 17 January 1994, the undermentioned property will be sold in execution by the Sheriff, Magistrate's Court Benoni, on Wednesday, 27 July 1994 at 11:00, in front of the Magistrate's Court, Benoni, to the highest bidder:

Certain: Erf 1090, Actonville Extension 3 Township, measuring 544 (five hundred and forty-four) square metres, held under Deed of Transfer T14081/1973.

Improvements on the property can not be guaranteed.

The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the offices of the Sheriff, Magistrate's Court, 12 Liverpool Park, Liverpool Road, Benoni South, Benoni.

The most important conditions therein contained are the following:

(a) The property shall be sold for cash to the highest bidder without reserve and subject to the rights of the bondholders as set out in the conditions of sale.

(b) The sale will be subject to payment of 10% (ten per centum) of the purchase price on the date of sale as well as payment of the commission due to the Sheriff. A bank or building society guarantee securing payment of the balance must be furnished within 14 (fourteen) days of date of the sale.

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

Schalk Britz, Schalk Britz Attorneys, 10 West Street, Benoni. (Ref. Mr Britz/cs/AN1583.)

Case 3480/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Trustee for the Time Being of the Omega Trust**
(No. T1750/91), Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Sandton's Offices, Ground Floor, Momentum Fluor House, 100 Grayston Avenue, Sandown, Sandton, on Friday, 22 July 1994 at 10:00:

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

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

Property: Erf 735, Wendywood Extension 4 Township, Registration Division IR, Transvaal, known as 27 St Francis Drive, Wendywood.

Improvements: Single storey, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two carports and swimming-pool.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1319.)

Case 4589/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mcebisi Mdlalose**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Amersfoort, on 22 July 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Amersfoort, at 110 Breë Street, Amersfoort.

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

Property: All right, title and interest in the leasehold in respect of Stand 457, in the Township of Ezamokuhle, Registration Division HS, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1308.)

Case 4580/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jonas Alfes Malmule**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Kriel, on Wednesday, 27 July 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Kriel, at 15 Edwill Street, Kriel.

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

Property: All right, title and interest in the leasehold in respect of Erf 334, Thubelihle Township, Registration Division IS, Transvaal.

Improvements: Single storey, three bedrooms, 1,5 bathrooms, kitchen and lounge.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1312.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Nasionale Bank**, Eiser, en **Erf 408, Monumentpark BK**, Eerste Verweerder, **Jacobus Meyer**, Tweede Verweerder en **Ignatius Wilhelm Ferreira**, Derde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 17 September 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju op 13 Julie 1994 om 10:00, te kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, verkoop:

Sekere Erf 408, Monumentpark, ook bekend as Tigerweg 24, Monumentpark, Pretoria, groot 1 376 (eenduisend driehonderd ses-en-sewentig) vierkante meter.

Die eiendom is 'n woonhuis bestaande uit twee verdiepings, portaal, twee sitkamers, eetkamer, gesinskamer, studeerkamer, wassery, vyf slaapkamers, badkamer, bad/stort/toilet, toilet en kombuis.

Buitegeboue: Bediendekamer, stort/toilet, ses motorhuise, plaveisel, braai en terasse en swembad.

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

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

Gedateer te Pretoria op hede die 14de dag van Junie 1994.

W. Turnbull Prokureur, Suite 308, Sunnyfair, Esselenstraat 171, Sunnyside. (Tel. 341-3720.) (Verw. mev. W. Turnbull/KM/S3149.)

Case 7242/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Phillipus Johannes Jacobus Duvenhage**, First Defendant, and **Amanda Duvenhage**, 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 Sheriff, Pretoria East, Struben Street 142, Pretoria, on Wednesday, 13 July 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, prior to the sale:

Remaining extent of Erf 354, situated in the Township of Waterkloof, Registration Division JR, Transvaal (also known as 222 Milner Street, Waterkloof), measuring 1 104 (one thousand one hundred and four) square metres, held by Deed of Transfer T89406/92, subject to the conditions therein contained.

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

One-storey dwelling with iron roof consisting of entrance hall, lounge, family room, kitchen, three bedrooms, bathroom, w.c. and borehole.

Ten percent (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 16th day of June 1994.

V. Pieri, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. VP/ma/S591/93.)

Case 60734/92

IN THE MAGISTRATE'S COURT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Lodewyk Petrus Arnoldus Spies**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 July 1994 at 10:00, of:

Erf 1626, in the Town Rooihuiskraal Extension 6, Registration Division JR, Transvaal, measuring 1 027 square metres, known as 4 Puffback Street, Rooihuiskraal Extension 6.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttleton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for Macrobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref: N1/A-341739/JAA/J. S. Herbst.)

Case 25968/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Isaac Neo Kimane**, Defendant

A sale in execution will be held on Friday, 15 July 1994 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Erf 1708, situated in the Town Geelhoutpark Extension 6, Registration Division JQ, Transvaal, in extent 738 square metres, known as 42 Heidiera Avenue, Geelhoutpark Extension 6.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, separate shower and toilet and outside toilet.

Inspect conditions at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, Corner of Smith and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert, De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397504/JAA/J. S. Herbst.)

Case 4440/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Christiaan Francois du Plessis**, Defendant

A sale in execution will be held on Friday, 15 July 1994 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Portion 62 of Portion 14, Boekenhoutfontein 260, Registration Division JQ, Transvaal, in extent 23,9828 hectares, known as Portion 62 of Portion 14, Boekenhoutfontein 260.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, four bedrooms and two bathrooms.

Inspect conditions at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, Corner of Smith and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert, De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401357/JAA/J. S. Herbst.)

Case 7337/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Allen Albertuin Stroebe**,
First Defendant, and **Helena Maria Stroebe**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 July 1994 at 10:00:

Portion 1 of Erf 746, situated in the Township Pretoria North, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 290 Jack Hindon Street, Pretoria North.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, laundry, carport and flat with three rooms, lounge/dining-room, toilet and shower.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert, De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-349427/JAA/J. S. Herbst.)

Case 17038/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jan Paul Kriel**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 July 1994 at 10:00:

Remaining extent of Erf 658, situated in the township of Brooklyn, Registration Division JR, Transvaal, measuring 1 452 square metres, known as 552 Pienaar Street, Brooklyn.

Particulars are not guaranteed: Dwelling: Entrance hall, lounge, dining-room, kitchen, family room, four bedrooms, two bathrooms and two toilets, double garage, two staff rooms and two toilets.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-366515/JAA/M Oliphant.)

Case 1941/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Jurie Stephanus Albertus Bekker**, First Defendant, and **Leonorah Bekker**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 July 1994 at 11:00:

Erf 712, situated in the township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 754 square metres, known as 49 Kruger Street, The Orchards Extension 11.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills) old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-404867(366525)/JAA/M Oliphant.]

Case 61448/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jose Honorio Fernandes de Freitas**, First Defendant, and **Judite de Encarnagao de Freitas**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 14 July 1994 at 10:00:

Portion 4 of Erf 253, Parktown Estate Township, Registration Division JR, Transvaal, measuring 1 167 (one thousand one hundred and sixty-seven) square metres, known as 70 Louis Trichardt Street, Parktown.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and pantry. Single garage, staff room, toilet and store-room.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-379793/JAA/M Oliphant.)

Case 27137/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Le Cordeur Bouers CC** (CK90/07834/23), Defendant

A sale will be held at 607 Pebble Beach Drive, Silver Lakes, Pretoria, on Wednesday, 13 July 1994 at 12:00, of:

Erf 607, in the Township of Silver Lakes, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 607 Pebble Beach Drive, Silver Lakes.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, toilet, study, scullery, pantry, laundry, staff room, garage, toilet and shower.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404870/JAA/J. S. Herbst.)

Case 2841/93
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 **Woest, Bernardus Michael**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 2 April 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 535, Portion 10, in the Township of Witfield, held under Deed of Transfer T12322/85, measuring 1 145 (square metres), also known as 16 Brown Street, Witfield, Boksburg.

Description: No plans as per municipal diagram.

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 right 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 6th day of June 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.] (Our Ref. K. Hall/BZ4071.)

Case 6130/93
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 **Mbense, Linda Douglas**, First Judgment Debtor, and **Mtambo, Thoko Gladys**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 2 August 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 July 1994 at 11:15, of the undermentioned property of the Execution Debtors, 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 837, in the Township of Dawn Park Extension 2, held under Deed of Transfer T16729/92, measuring 833 square metres, also known as 34 Sable Street, Dawn Park Extension 2, Boksburg.

Description: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage and brick under tiles.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.

2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 7th day of June 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/BZ4688.)

Case 7170/93
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 **Koopman, William Cannon**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 29 September 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 300, in the Township of Reiger Park Extension 1, held under Deed of Transfer T40041/91, measuring 569 square metres, also known as 300 David Fransch Street, Reiger Park Extension 1, Boksburg.

Description: Four bedrooms, bathroom, lounge, kitchen, garage and IBR.

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 the 8th day of June 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/BZ5290.)

Case 5386/93
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 **Fourie, Louis Philippus**, First Judgment Debtor, and **Fourie, Gertina Petronella**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 16 August 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 July 1994 at 11:15, of the undermentioned property of the Execution Debtors, 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 6, in the Township of Van Dykpark, held under Deed of Transfer T3543/92, measuring 763 square metres, also known as 71 Holly Street, Van Dykpark, Boksburg.

Description: No plans available as per municipal diagram.

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 the 2nd day of June 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/BZ4444.)

Case 7015/93
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 **Noag, Klaas**, Judgment Debtor, and **Noag, Loraine Vera**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 2 September 1993, in the above-mentioned suit, a sale without reserve will be held at the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 180, in the Township of Delmore Park Extension 2, held under Deed of Transfer T26301/91, measuring 299 (two hundred and ninety-nine) square metres, also known as 20 Slinger Street, Delmore Park Extension 2, Boksburg.

Description: Three bedrooms, bathroom, lounge, kitchen 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 (fourteen) 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 7th day of June 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ5252.)

Case 1125/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Thabo John Ntlati**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 1 March 1993, and warrant of execution served on 29 April 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1973, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Site 1973, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per centum) at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) at the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (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 Messengers of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref M. D. Yammin/LS1175.)

Case 1830/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Gijimani Johannes Lukhele**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 25 February 1993, and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 178, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 405 (four hundred and five) square metres, also known as Site 1978, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per centum) at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) 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 Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1196.)

Case 1833/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Stephen Mpofu**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 25 February 1993 and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1919, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1919, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (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 Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1198.)

Case 1834/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Enock Paseka Malindi**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 25 February 1993, and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 2008, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 2008, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (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 Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1199.)

Case 1785/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Samson Edward Mbende**, First Defendant, and **Mmaletjema Sarah Mbende**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 25 February 1993, and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1933, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 302 (three hundred and two) square metres, also known as Site 1933, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (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 Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1202.)

Case 1784/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **George Molatlhegi Mokgosi**, First Defendant, and **Masabata Martha Mokgosi**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 26 February 1993, and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1924, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1924, Moleleki Extension 3, Kattlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, two bathrooms and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1203.)

Case 1966/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Boki James Phiri**, First Defendant, and **Anna Phiri**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 10 March 1993, and warrant of execution served on 2 May 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 2010, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 2010, Moleleki Extension 3, Kattlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1172.)

Case 7538/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Petra Simon Mofokeng**, First Defendant, and **Dimakato Annah Mofokeng**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 11 August 1993, and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1939, Moleleki Extension 3 Township, Régistration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Site 1939, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sisteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on his the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1285.)

Case 1400/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Bongani Patrick Zwane**, First Defendant, and **Maria Dimakatso Zwane**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 19 February 1993, and warrant of execution served on 29 April 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1937, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Site 1937, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sisteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1190.)

Case 1964/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Fani Saul Tshabalala**, First Defendant, and **Elizabeth Liallian Tshabalala**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 10 March 1993, and warrant of execution served on 29 April 1994, the undermentioned property will be sold on 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1929, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1929, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

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

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

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

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

Dated at Bedfordview on this the 9th day of June 1994.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1200.)

Case 1401/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Thulane Robert Shezi**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 18 February 1993, and warrant of execution served on 5 April 1994, the undermentioned property will be sold in 20 July 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1922, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1922, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, two bathrooms and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 9th day of June 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1191.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Prinsloo, Neil Edmund**, First Defendant, and **Gallardo, Fulgencio-Eduardo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 119, Roseacre Extension 2 Township, Registration Division IR, Transvaal, situation 80 Henderson Road, Roseacre Extension 2, area 699 (six hundred and ninety-nine) square metres.

Improvements (not guaranteed): Entrance-hall, three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, under tiled roof, two staff quarters, 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 6th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ100E/mgh/tf.)

Case 10940/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Procter, Steven Ross**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 123, Malvern Township, Registration Division IR, Transvaal, situation 3 Seventh Street, Malvern, area 573 (five hundred and seventy-three) square metres.

Improvements (not guaranteed): Two entrance halls, two lounges, four bedrooms, two bathrooms, two separate toilets, two kitchens, two pantries, wash-up/laundry, garage, two carports, under iron roof, property enclosed, 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 30th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR355E/mgh/tf.)

Case 06490/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobs, Daniel Keith**, First Defendant, and **Jacobs, Dawn Patricia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 885, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, situation 12 Koorsboom Street, Winchester Hills Extension 3, area 999 (nine hundred and ninety-nine) square metres.

Improvements (not guaranteed): Four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, two garages/store-rooms, swimming-pool, under tiled roof, ablutions, 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 6th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY73E/mgh/tf.)

Case 32829/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dlamini, Sidney**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at First Floor, Terrace Building, Eton Terrace 1, New Redruth, Alberton, on Tuesday, 12 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 all right, title and interest in the leasehold in respect of Site 82 Moleleki Township, Registration Division IR, Transvaal, situation Site 82, Moleleki Section, Katlehong, area 230 (two hundred and thirty) square metres.

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

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

Dated at Johannesburg on this the 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG384E/mgh/tf.)

Case 00230/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sidu: Vivian Tinny**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 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: All right, title and interest in the leasehold in respect of Erf 43, Mashimong Township, Registration Division IR, Transvaal, situation Erf 43, Mashimong Section, Tembisa, area 250 (two hundred and fifty) square metres.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, garage, under iron roof and staff quarters.

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 6th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP12/mgh/tf.)

Case 14962/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rensleigh: Christopher Andrew Peter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 133, Comptonville Township, Registration Division IQ, Transvaal, situation 48 Flora Avenue, Comptonville, area 1 487 (one thousand four hundred and eighty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, store-room, carport for six cars, under iron roof, staff quarters with ablutions and property enclosed.

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

Dated at Johannesburg on this the 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ53E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rensleigh: Christopher Andrew Peter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 132, Comptonville Township, Registration Division IQ, Transvaal, situation 50 Flora Avenue, Comptonville, area 1 966 (one thousand nine hundred and sixty-six) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, sewing-room, under thatch roof, staff quarters with ablutions and property enclosed.

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

Dated at Johannesburg on this the 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ58E/mgh/tf.)

Case 16255/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Nkosi: June Johan**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 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: All right, title and interest in the leasehold in respect of Erf 157, Leboeng Township, Registration Division IR, Transvaal, situation 157 Leboeng Section, Tembisa, area 394 (three hundred and ninety-four) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, toilet, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NK160/mgh/tf.)

Case 20227/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Maubane: Andries Mashile**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 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: All right, title and interest in the leasehold in respect of Erf 343, Leboeng Township, Registration Division IR, Transvaal, situation Erf 343, Leboeng Section, Tembisa, area 273 (two hundred and seventy-three) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, toilet, kitchen, under tiled roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NK166/mgh/tf.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Olivier: Nicodemus**, First Defendant, and **Olivier: Charmaine**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 July 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 3580, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 42 Lazuriet Crescent, Ennerdale Extension 5, area 250 (two hundred and fifty) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ115E/mgh/tf.)

Case 16249/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Radebe: Sibedlele Joseph**, First Defendant, and **Radebe: Them bani Christina**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 July 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 262, Emfihlweni Township, Registration Division IR, Transvaal, situation Erf 262, Emfihlweni Section, Tembisa, area 265 (two hundred and sixty-five) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, kitchen, garage, under tiled roof, property enclosed, staff quarters with ablutions, two stores and toilet.

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 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NK149/mgh/tf.)

Case 3800/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Blossom Valley Park (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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: Portion 110 (portion of Portion 64) of the farm Olifantsvlei 327, Registration Division IQ, Transvaal, situation Portion 110 (portion of Portion 64) of the farm Olifantsvlei 327, area 2,0609 (two comma nought six nought nine) hectares.

Improvements (not guaranteed): Three bedrooms, 1,5 bathrooms, kitchen, lounge, dining-room, under iron roof, property enclosed, very neglected value in land only.

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 7th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV167E/mgh/tf.)

Case 14316/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mogoatlhe: Trevor Huddleston**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 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: All right, title and interest in the leasehold for residential purposes in respect of Erf 400, Tembisa Extension 1 Township, Registration Division JR, Transvaal.

Situation: Erf 400, Tembisa Extension 1.

Area: 315 (three hundred and fifteen) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, kitchen, 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 13th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NK0127/mgh/tf.)

Case 24763/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sussex Court (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 276, Berea Township, Registration Division IR, Transvaal.

Situation: 59 Abel Road, Berea, Johannesburg.

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

Improvements (not guaranteed): A block of flats comprising 55 rooms, 16 bathrooms, \pm 10 parking bays, under slab roof.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ116E/mgh/tf.)

Case 8236/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gaelic Mansions (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 3771, Johannesburg Township, Registration Division IR, Transvaal.

Situation: 18 Van der Merwe Street, Hillbrow.

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

Improvements (not guaranteed): An 11 storey building consisting of 32 entrance halls/lounges, 32 bedrooms, 32 bathrooms, 32 kitchens, under slab 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 9th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR271E/mgh/tf.)

Case 33909/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Loggerenberg: Petronella Johanna**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 15 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 409, Groblerpark Extension 28 Township, Registration Division IQ, Transvaal.

Situation: 391 Rooibekkie Avenue, Groblerpark Extension 28.

Area: 750 (seven hundred and fifty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, 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 (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 15th day of June 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. GT13E/mgh.)

Case 21184/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Magodla: Morangodi Moses**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local) in this suit, a sale without reserve will be held at the office of the Sheriff, at 8 Park Street, on Thursday, 14 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: All right, title and interest in the leasehold in respect of Erf 340, Tlamatlama Township, Registration Division IR, Transvaal, situation Erf 340, Tlamatlama Township, area 276 (two hundred and seventy-six) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, kitchen, under iron roof, three store-rooms and toilet.

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 15th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NK178/mgh.)

Case 6954/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Buytendag: Gerhardus Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 Portion 1 of Erf 585, Westdene Township, Registration Division IR, Transvaal, situation 30 Seymour Street, Westdene, Johannesburg, area 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, kitchen, two carports, jacuzzi, under iron roof and property enclosed.

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

Dated at Johannesburg on this the 14th day of June 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD10E/mgh/tf.)

Case 30591/93

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 **Memela Adolphus Mziwendoda**, First Defendant, and **Memela Nomsangaphi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 15 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 10358, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 467 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL40543/1990, being 10358 Segoe Street, Dobsonville Extension 3, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78505/FCLS/Mr Brewer/djl.)

Case 3728/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Murphy Peter 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, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 12 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 696, Fontainebleau Township, Registration Division IQ, Transvaal, measuring 469 m², held by the Defendant under Deed of Transfer T43755/1992, being 131 Gertrude Street, Fontainebleau, Randburg.

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., bar, single garage and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92073/Ms Isola/ab.)

Case 28866/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Patel Ashok Kumar**, 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, 14 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 Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 437, Bertrams Township, Registration Division IR, Transvaal, measuring 447 m², held by the Defendant under Deed of Transfer T8526/93, being 37 Kimberley Road, Bertrams.

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, kitchen and three carports.

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 3rd day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77849/Ms. Isola/ab.)

Case 31762/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ngubane Mzungezwa Johnson**, First Defendant, and **Ngubane Deleni Phyllis**, 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, 14 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 74, as shown and more fully described on Sectional Plan S105/1981 in the building or buildings known as Queen Anne situate at Johannesburg Township, measuring 43 m², held by the Defendants under Certificate of Registered Sectional Title ST105/1981 (74) (Unit), being 708 Queen Anne, corner of Bruce and Claim Streets, Hillbrow.

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

The dwelling consists of: Lounge, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77132/Ms. Isola/ab.)

Case 22303/93
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 **Smid, Tracy Anntionette**, 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, 14 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, Johannesburg North at 131 Marshall Street, Johannesburg:

Portion 180 of Erf 711, Craighall Park Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendant under Deed of Transfer T59463/1990, being 40 Hillcrest, Craighall Park.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., separate w.c., servant's room, shower/w.c. and single garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 1st day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74542/Ms. Isola/ab.)

Case 26886/93
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 **Sunshine Property Investment (Pty) Limited**, First Defendant, and **Neumann Burckhard**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 14 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1744, Jeppestown, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T19863/1988, being 36 Scott Street, Jeppestown.

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

The dwelling consists of: Entrance hall, lounge/dining-room, two bedrooms, bathroom/w.c., kitchen, double garage, servant's room and outside w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 3rd day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74538/Ms. Isola/ab.)

Case 26151/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Spencer Michael John David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 8 Park Street, Kempton Park, on Thursday, 14 July 1994 at 09:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 130, Chloorkop Township, Registration Division IR, Transvaal, measuring 4 473 m², held by the Defendant under Deed of Transfer T24432/86, being 4 Watt Street, Chloorkop, Kempton Park.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen, pantry, single garage, two servant's quarters, laundry and outside toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 27th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71563/Mr Preiss/kw.)

Case 33833/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Artful Buying Agencies CC**, First Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 15 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 692, Florida Park, Registration Division IQ, Transvaal, measuring 1 705 m², held by the Defendant under Deed of Transfer T23375/1993, being 441 Ontdekkers Road, Florida Park.

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

The dwelling consists of: Entrance hall, lounge, dining-room, two family rooms, four bedrooms, two bathrooms/w.c., separate w.c., kitchen, scullery, pantry, laundry, garage, staff room, store-room and outside shower/w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 3rd day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90036/Ms. Isola/cvdn.)

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 **Harding Catharina**, First Defendant, and **Harding Martin John**, 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, 14 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 818, Winchester Hills Extension 1, Registration Division IR, Transvaal, measuring 1 342 m², held by the Defendants under Deed of Transfer T5104/1990, being 384 Devereaux Road, Winchester Hills.

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

The dwelling consists of: Entrance hall, lounge, dining-room, four bedrooms, three bathrooms/w.c./shower, kitchen/breakfast nook, scullery, double garage, servant's room and outside w.c./shower.

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 3rd day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91254/Ms. Isola/cvdm.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Davey Desmond**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 14 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Section 127, as shown and more fully described on Sectional Plan SS74/1989, in the scheme known as Glendower Heights in respect of the land and building or buildings situate at the Township of Bedfordview Extension 103, Local Authority Bedfordview and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section as well as an exclusive use area described as Parking Bay W47, measuring 98 m², held by the Defendant under Deed of Transfer ST7858/92, being Flat W047, Glendower Heights, Marais Road, Bedfordview Extension 103.

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

The dwelling consists of: Lounge, dining-room, kitchen, balcony, two bedrooms, bathroom/w.c., w.c./shower and garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 3rd day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel 836-5251.) (Ref. Z68920/Ms. Isola/cvdm.)

Case 7327/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Syfreys Bank Limited**, Plaintiff, and **Essenby Investments (Proprietary) Limited**, First Defendant, and **Prakash Manilal Bhana**, 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 for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 14 July 1994 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 5187, Johannesburg Township, Registration Division IR, Transvaal, measuring 993 m² (nine hundred and ninety-three), held by the First Defendant under Deed of Transfer T37791/1992, being 175 Jeppe Street, Johannesburg.

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

The dwelling consists of part ten storey and part six storey shop and office block comprising basement showroom, three ground floor shops, upper floor offices and four flats situated on the 10th floor and rooftop. The property is situated in the middle of Johannesburg, Central Business District.

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

Dated at Johannesburg on this 30th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Nesbit/ca.) (Account No. I90922.)

Case 17251/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ngozo Petros Willem**, 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 49 Kempston Avenue, Benoni, on Thursday, 14 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 offices of the Sheriff for the Supreme Court, Benoni, at 49 Kempston Avenue, Benoni:

The right of leasehold in respect of Erf 5780, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 252 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL31422/90, being Stand 5780, Etwatwa Extension 3, Daveyton, Benoni.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 19th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71762/Mr Preiss/kw.)

Case 20042/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mathebula Boy Wilson**, 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 49 Kempston Avenue, Benoni, on Thursday, 14 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 offices of the Sheriff for the Supreme Court, Benoni, at 49 Kempston Avenue, Benoni.

The right of leasehold in respect of Lot 6208, Etwatwa Extension 3, Daveyton Township, Registration Division IR, Transvaal, measuring 252 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL26188/89, being Lot 6208, Etwatwa Extension 3, Daveyton, Benoni.

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 sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 19th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73969/Mr Preiss/kw.)

Case 18449/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mulder Frederik Severus**, First Defendant, and **Mulder Isabella Frederika**, 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 182 Leeupoort Street, Boksburg, on Friday, 8 July 1994 at 11:15, 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 offices of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1401, Boksburg Township, Registration Division IR, Transvaal, measuring 471 m², held by the Defendants under Deed of Transfer T34047/90, being 144 Market Street, Boksburg.

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

The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/w.c., kitchen and pantry with an outside flatlet consisting of three bedrooms, bathroom with shower and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 19th day of May 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72494/Mr Preiss/kw.)

Case 23049/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dvubeni Elias Fikile**, 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 182 Leeupoort Street, Boksburg, on Friday, 8 July 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 83, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 280 square metres, held by the Defendant under Deed of Transfer TL951/92, being 83 Vosloorus Extension 5, Boksburg.

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

The dwelling consists of: Lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75169/Mr Preiss/kw.)

Case 2107/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Qwabe Clifford Mntuwabo Bhekisizwe**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11887, in the Township of Vosloorus Extension 14, Boksburg, measuring 290 square metres, held under Deed of Transfer TL21389/90.

Description: Single storey house built of brick and/or cement under tiled roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK199.)

Case 9374/93

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Monopela Teboho Moses**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11639, in the Township of Vosloorus Extension 14, Boksburg, measuring 252 square metres, held under Deed of Transfer TL10221/90.

Description: Single storey house built of brick and/or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK16.)

Case 2115/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Lumka Caswell**, First Defendant, and **Lumka Malomiloe Rebecca**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11527, in the Township of Vosloorus Extension 14, Boksburg, measuring 273 square metres, held under Deed of Transfer TL29544/90.

Description: Single storey house built of brick and/or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK205.)

Case 2110/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Nkalo Semankela Joseph**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11520, in the Township of Vosloorus Extension 14, Boksburg, measuring 273 square metres, held under Deed of Transfer TL30680/90.

Description: Single storey house built of brick and/or cement under asbestos roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK211.)

Case 2098/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Nkosi Fanzile Solomon**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11383, in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL37552/90.

Description: Single storey house built of brick and/or cement under asbestos roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK194.)

Case 2111/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Maboki Anderson Mathsele**, First Defendant, and **Maboki Digore Nelli**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11276, in the Township of Vosloorus Extension 14, Boksburg, measuring 242 square metres, held under Deed of Transfer TL29931/90.

Description: Single storey house built of brick and/or cement under tiled roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK202.)

Case 9529/92

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mkhize Buti Robert**, First Defendant, and **Mkhize Anna**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11211, in the Township of Vosloorus Extension 14, Boksburg, measuring 249 square metres, held under Deed of Transfer TL30668/90.

Description: Single storey house built of brick and/or cement under tiled roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK58.)

Case 2090/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mkhize Bella Nomsa**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10887, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL45106/90.

Description: Single storey house built of brick and/or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's Office, Boksburg.
- Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK196.)

Case 2108/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mmethi Simon Lesibana**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10852, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL60042/92.

Description: Single storey house built of brick and/or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's Office, Boksburg.
- Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK213.)

Case 2091/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Ndlovu Theodora**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10842, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL31678/90.

Description: Single storey house built of brick and/or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's Office, Boksburg.
- Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK193.)

Case 2104/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Kubheka Magangeni Timothy**, First Defendant, and **Kubheka Mokoziile Talitha**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10834, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL17923/90.

Description: Single storey house built of brick and/or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK217.)

Case 2089/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Nxusani Gretta Nozuko**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10729, in the Township of Vosloorus Extension 14, Boksburg.

Measuring: 231 square metres.

Held: Under Deed of Transfer TL39232/91.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements: Are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK197.)

Case 2097/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Sibeko Ziya Jan**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10645, in the Township of Vosloorus Extension 14, Boksburg.

Measuring: 212 square metres.

Held: Under Deed of Transfer TL45112/90.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements: Are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK215.)

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mashinini Beauty**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10633, in the Township of Vosloorus Extension 14, Boksburg.

Measuring: 210 square metres.

Held: Under Deed of Transfer TL17931/90.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements: Are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK195.)

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mngomezulu Thoko Priscilla**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10583, in the Township of Vosloorus Extension 14, Boksburg.

Measuring: 231 square metres.

Held: Under Deed of Transfer TL61/91.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements: Are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK198.)

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mothibe Jeffrey Malahloe**, First Defendant, and **Mothibe Maria**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10573 in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL29284/90.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements: are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs. Nieuwoudt/BK210.)

Case 2093/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mnyandu Diphulelo Absina**, First Defendant, and **Mnyandu Bhekokwakhe Robert**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10530 in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL3403/91.

Description: Single-storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs. Nieuwoudt/BK207.)

Case 2106/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Skhosana David Sphiwe**, Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10507 in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL57289/92.

Description: Single-storey house built of brick and or cement under asbestos roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs. Nieuwoudt/BK214.)

Case 2087/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Ngcakani Graditan**, First Defendant, and **Ngcakane Goldy Nonceba**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10381 in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer TL38643/90.

Description: Single-storey house built of brick and or cement under asbestos roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

A. Louw, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs. Nieuwoudt/BK221.)

Case 2117/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Ndhlovu Fana Thomas**, First Defendant, and **Ndhlovu Ellen Thokozile**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10325 in the Township of Vosloorus Extension 14, Boksburg, measuring 270 (two hundred and seventy) square metres, held under Deed of Transfer TL33369/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 (thirty) days after the sale;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

A. Louw, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK208.)

Case 2102/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Phatosi Vuyisile John**, First Defendant, and **Phatosi Lindiwe Iris**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10322 in the Township of Vosloorus Extension 14, Boksburg, measuring 270 (two hundred and seventy) square metres, held under Deed of Transfer TL3651/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 (thirty) days after the sale;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

A. Louw, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK209.)

Case 23116/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Kunene Nkinsele Alfred**, First Defendant, and **Kunene Sidingi Elizabeth**, Second Defendant

On Friday, 8 July 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11892 in the Township of Vosloorus Extension 14, Boksburg, measuring 290 (two hundred and ninety) square metres, held under Deed of Transfer TL15884/90.

Description: Single storey house built of brick and/or cement under asbes roof, consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 (thirty) days after the sale;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 8th day of June 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK206.)

**Case 5346/93
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 **Read, John Samuel**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 9 July 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 547, in the Township of Boksburg South Extension 3, held under Deed of Transfer T54712/92, measuring 940 (nine hundred and forty) square metres, also known as 9 Cawood Street, Boksburg South Extension 3, Boksburg.

Description: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage, store-room, swimming-pool 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 (fourteen) 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 the 2nd day of June 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ4476.)

Case 5745/93
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 **Harmse, Dirk Johannes Jacobus**, Judgment Debtor, and **Harmse, Madeleine Ursula**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 20 September 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 406, in the Township of Van Dyk Park, held under Deed of Transfer T15559/92, measuring 897 square metres, also known as 18 Crossberry Street, Van Dyk Park, Boksburg.

Description: Three bedrooms, bathroom, lounge, dining-room, kitchen, family room and brick under zinc.

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 2nd day of June 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road; P.O. Box 26, Boksburg, 1460. (Ref. K. Hall/BZ4570.)

Case 2017/93
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 **Petersen, Vincent Lesley**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 25 March 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 22 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 45, in the Township of Delmore Park, held under Deed of Transfer T3471/85, measuring 910 square metres, also known as 4 Witdeep Road, Delmore Park, Boksburg.

Description: No plans as per municipal diagram.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road; P.O. Box 26, Boksburg, 1460. (Ref. K. Hall/BZ3731.)

Case 1290/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Willem Hendrik de Beer**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Roodepoort in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort, 182 Progress Avenue, Technicon, Roodepoort, on Friday, 15 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Roodepoort.

Certain Erf 426, Wilropark Extension 6 Township, Registration Division IQ, Transvaal, and known as 67 Naboom Street, Wilropark Extension 6, Roodepoort, in extent 1 239 (one thousand two hundred and thirty-nine) square metres, held by Deed of Transfer T5224/92 and T23823/93.

Improvements (none of which are guaranteed) consist of the following: Dwelling with a lounge, dining-room, study, two bathrooms, three bedrooms, passage, kitchen, servant's quarters, double garage and under a tiled roof with steel-framed windows, plastered walls and precast fencing.

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 charge R50 (fifty rand).

Dated at Roodepoort on this the 10th day of June 1994.

T. G. Bosch, for T. G. Bosch-Badenhorst, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. T. G. Bosch.)

Case 32376/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mange James Daniel Doyen**, 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, on Friday, 8 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 963, Douglasdale Extension 63, Township, Registration Division IQ, Transvaal, area 1 250 square metres, situation 2 Glenluce Street, Douglasdale Extension 63, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under tiles, comprising lounge, dining-room, fitted kitchen, two bedrooms, separate toilet and bathroom 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 3% (three per cent) to a maximum fee of R6 000, and a minimum of R200.

Dated at Johannesburg on the 27th day of May 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3122.)

Case 33027/93
PH 2

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Bepil Investments CC**, First Defendant, and **Pillay, Bhawe Egambaram**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Supreme Court's Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 14 July 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A sectional title flat consisting of lounge/dining-room, two bedrooms, one and a half bathrooms, shower, two toilets and kitchen.

Being: Portion 273 (portion of Portion 79), Erf 711, Craighall—Section 28, Braemore, Craighall Park, situated at 34 Braemore, corner of Jan Smuts and Buckingham Avenues, Craighall Park, Johannesburg, measuring 102 square metres, Registration Division, Local Authority City Council of Johannesburg, held by the Defendants under Title Deed ST25316/93.

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

Auctioneer's charges, payable on the day of the 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 charge R200 (two hundred rand).

Dated at Johannesburg this 23rd day of May 1994.

B. S. Fourie, for Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Laas, Johannes Bernardus Wessel**, First Defendant, and **Baur, Marilyn Carol**, 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 12 July 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, Randburg, prior to the sale:

Erf 182, Sundowner Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 239 square metres, being 12 Taurus Road, Sundowner Extension 2, Randburg.

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

Main building: 223 square metres, lounge, dining, study, kitchen, three bedrooms, two and a half bathrooms, two showers and three w.c.'s.

Outbuildings: Two garages, servant's room, w.c. and bathroom.

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

Dated at Randburg this 10th day of June 1994.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg. (Tel. 832-2911.) (Ref. P. Marchand/T. Fletcher/nf/TF/40/781563.)

Case 6214/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mark Sean Glen**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Randburg, in the above-mentioned suit, a sale of the undermentioned property will be held without a reserve price at the Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie, Randburg, on 13 July 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale. The property to be sold is:

Certain: Erf 1001, Juikskeipark Extension 5, situated at Randburg Township, Randburg Local Authority, Registration Division IQ, Transvaal (Randburg), measuring 824 (eight hundred and twenty-four) square metres, situated at 2 Navette Close, Juikskeipark, Randburg, held by Deed of Transfer T80260/1990.

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

A dwelling with the usual outbuildings

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.

Sheriff's charges calculated at 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

Dated at Johannesburg on this the 10th day of June 1994.

Young-Davis (Randburg) Inc., First Floor, Standard Bank Centre, Oak Avenue, corner Retail Avenue, Randburg. (Tel. 29-2681.) (Ref. Mrs Mengel/S04506.)

Case 43178/93
PH 3

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

In the matter between **The Body Corporate of Honeycrest**, Plaintiff, and **Kalavathie Moodley**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, on 1 July 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale. The property to be sold is:

Certain: Section 43, in the scheme known as Honeycrest, situated at Berea Township, Local Authority Johannesburg, measuring 40 (forty) square metres, situated at 401 Honeycrest, 86 Honey Street, Berea, Johannesburg, held by Certificate of Registered Sectional Title ST140789/1992.

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

A dwelling-house with the usual outbuildings.

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.

Sheriff's charges calculated at 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/U00763.)

Case 23244/92
PH 170

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Joseph Henry Bezuidenhout**, Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the offices of the Deputy Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, on 14 July 1994 at 10:00, of the undermentioned property of the Execution Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain: Erf 1063, Mulbarton Extension 2 Township, Registration Division IR, Transvaal, measuring 1 550 (one thousand five hundred and fifty) square metres, held by virtue of Deed of Transfer T23530/1981, and corresponding to the street address 9 Loddon Street, Mulbarton.

The following information is furnished *re* the improvements, although in this regard nothing is guaranteed:

Description: Dwelling-house.

Main house: Three bedrooms (without m.e.s), bathroom (without m.e.s), separate toilet, lounge, dining-room and kitchen.

Outbuilding: Garage and a paved driveway.

Constructed: Dwelling-house with tiled roof and with brick wall around the house.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 2nd day of June 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. M. Connell/F380.)

Case 11570/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Serame Abel Modise**, 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 the main entrance of the Magistrate's Court, Fochville, on Friday, 15 July 1994 at 11:30, 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, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Stand 3119, Wedela Township, Registration Division IQ, Transvaal, measuring 247 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL9916/91, being 3119 Wedela, Fochville.

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

The dwelling consists of two bedrooms, bathroom, w.c., lounge and kitchen.

Terms: 10% (ten per cent) of the purchase price 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 9th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69936/FCLS/Mr Brewer/lp.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kumalo, Sandi Lezekiel**, First Defendant, and **Kumalo, Maria Oceania**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 15 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 299, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 253 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL21009/92, being 299 Dobsonville Gardens, Roodepoort.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 9th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64984/FCLS/Mr Brewer/lp.)

Case 27999/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Darmas, Elsie Mpuseng**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park on Thursday, 14 July 1994 at 09:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 103, Leboeng Township, Registration Division IR, Transvaal, measuring 244 m², held by the Defendant under certificate of registered grant of Leasehold TL38437/89, being 103 Leboeng Section, Tembisa, Kempton Park.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, single garage and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of May 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76431/Ms. Erasmus/kw.)

Case 16597/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Khumalo, Mkhondo Emmanuel**, First Defendant, and **Khumalo, Seitebogeng Gertrude**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 15 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 8421, Dobsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 364 m², held by the Defendants under certificate of registered grant of Leasehold TL28785/85, being 8421 Dobsonville Extension 2.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z49407/fcls/Mr Brewer/djl.)

Case 21593/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Timm, Riaan Raymond**, First Defendant, and **Badeira, Peck**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging on Thursday, 21 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Remaining extent of Portion 194 (a portion of Portion 5) Elandsfontein 334, measuring 5,0304 hectares, held by the Defendants under Deed of Transfer T67173/1991, being Plot 194, Grasmere Road, Elandsfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74508/FCLS/Mr Brewer/djl.)

Case 2356/93

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

In the matter between **Nedcor Bank Bpk.**, Plaintiff, and **Allan Peter O'Neale**, First Defendant, and **Desiree Leah O'Neale**, Second Defendant

On 13 July 1994 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants right, title and interest in certain Erf 1532, Mayberry Park Township, also known as 15 Greinhout Street, Mayberry Park, Alberton, measuring 1 032 (one thousand and thirty-two).

Improvements (These improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage and swimming-pool.

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton this 9th day of June 1994.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/11078/NEDC/O.)

Case 11263/92

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Veronica Patoulas**, First Defendant, **Marilena Maria Patoulas**, Second Defendant, and **Pascal Patoulas**, Third Defendant

On 18 July 1994 at 10:00, a public auction sale will be held at the Germiston Sheriff's Office, 72 Joubert Street, Germiston, at which the Sheriff of the Court 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:

Certain Erf 1555, Bedfordview Extension 306 Township, Registration Division IR, Transvaal, held by Deed of Transfer T18501/1988, in extent 1685 (one thousand six hundred and eighty-five) square metres, also known as 6 Slabbert Place, Bedfordview.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, two bedrooms, bathroom, toilet and kitchen (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, being the (property is bond free) and other preferent creditors subject to payment to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 72 Joubert Street, Germiston.

Dated at Germiston on 13 June 1994.

Stupel & Berman, 70 Lambert Street, Germiston. (Tel. 873-9100.) (Ref. Mr Draper/ndb/KK 1.)

Saak 61962/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Cornelius Johannes Hercules van Tonder**, Eerste Verweerder, en **Rene Shanti van Tonder**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 4 November 1993 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 27 Julie 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Prinsengrachtwoonstelle 8, Cradocklaan, Eldoraigue, en word omskryf as Deel 8, soos getoon en vollediger beskryf op Deelplan SS119/90, in die skema bekend as Prinsengracht, ten opsigte van die grond en gebou of geboue geleë te Eldoraigue-dorpsgebied, Stadsraad van Verwoerdburg, van welke deel die vloeroppervlakte, volgens genoemde Deelplan, 84 vierkante meter groot is; en

In 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 Akte van Transport ST74314/92.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n duplex bestaande uit 'n gesamentlike eet/sitkamer, twee slaapkamers, badkamer, aparte toilet, afdak en volvloermatte.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju fooie en agterstallige belasting 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.

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-Suid.

Geteken te Pretoria hierdie 13de dag van Junie 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Delpot/Malherbe.)

Case 20172/92

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Jacob Dirk Oosthuizen**, First Defendant, and **Maria Elizabeth Oosthuizen**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Kriel, at the Magistrate's Court, Kriel, on 13 July 1994 at 11:00, of the following property:

Erf 232, situated in the Township of Kriel Extension 1, Registration Division IS, Transvaal, measuring 1 287 (one thousand two hundred and eighty-seven) square metres, held by the Defendants under Deed of Transfer T44638/1989.

This property is situated at 5 Sonneblom Street, Kriel, Transvaal.

The property is improved as follows: Lounge, dining-room, kitchen, four bedrooms, bathroom and toilet.

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 15 Edwill Street, Kriel, Transvaal.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 7475/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Aaron Mphikeleli Mthembu**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 15 July 1994 at 10:00, of the following property:

Erf 2226, Phola Township, Registration Division JS, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL45905/1989.

This property is situated at Stand 2226, Phola Township, Ogies, Transvaal.

The property is improved as follows: Single-storey dwelling-house with lounge, kitchen, two bedrooms and bathroom/toilet.

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 3 Rhodes Street, Witbank, Transvaal.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 3354/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Andrew Mtsweni**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 15 July 1994 at 10:00, of the following property:

Erf 1352, kwaGuqa Extension 3 Township, Registration Division JS, Transvaal, measuring 260 (two hundred and sixty) square metres, held by the Defendant under Deed of Transfer TL20454/1990.

This property is situated at Stand 1352, kwaGuqa, Witbank, Transvaal.

The property is improved as follows: Single-storey dwelling-house with lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

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 3 Rhodes Street, Witbank, Transvaal.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 1765/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Albertonia Fourie**,
First Defendant, and **Lorna Marlene Fourie**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria West, at 603A Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 14 July 1994 at 10:00, of the following:

Portion 8 of Erf 493, situated in the Township Claremont (Pretoria), Registration Division JR, Transvaal, measuring 688 (six hundred and eighty-eight) square metres, held by the Defendants under Deed of Transfer T4075/1988.

This property is situated at 1096 Deborah Street, Claremont, Pretoria.

The property is improved as follows:

Four bedrooms, kitchen, dining-room, bathroom/toilet, lounge, and garage/store-room. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Office at 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

NOTICE OF SALE IN EXECUTION – IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the offices of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 July 1994 at 10:00.

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments of 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, Kempton Park, at the above-mentioned address and will be read out prior to the sale.

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

1. **Case 2895/94** (File Ref. Mr Du Plooy/GT1252.)

Execution Debtor: **Madoda Ezekiah Majola**.

Property: All the right, title and interest in the leasehold in respect of Erf 3, Esangweni Township, Registration Division IR, Transvaal, measuring 281 square metres, held under Certificate of Registered Grant of Leasehold TL37419/89, also known as 3 Esangweni Section, Tembisa.

Improvements: Lounge, two bedrooms, kitchen and outside toilet.

2. **Case 5055/94** (File Ref. Mr du Plooy/GT1338.)

Execution Debtors: **Cedric Mbuyiselo Kambule** and **Ndombizodwe Josephina Kambule**.

Property: All the right, title and interest in the leasehold in respect of Erf 434, Inxiweni Township, Registration Division IR, Transvaal, measuring 350 square metres, held under Certificate of Registered Grant of Leasehold TL41936/1990.

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

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

NOTICE OF SALE IN EXECUTION – IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 July 1994 at 10:00.

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments of 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, Vereeniging, at the above-mentioned address and will be read out prior to the sale.

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

1. **Case 8239/94** (File Ref. Mr Du Plooy/GT1557.)

Execution Debtors: **Johannes Kgosana** and **Thoriso Francina Kgosana**.

Property: All the right, title and interest in the leasehold in respect of Stand 2295, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 270 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL65714/91.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

2. Case 8384/94 (File Ref. Mr du Plooy/GT1564.)

Execution Debtors: **Shepherd Montshiwa and Blantina Montshiwa.**

Property: All the right, title and interest in the leasehold in respect of Erf 3314, in the Stretford Township, Registration Division IQ, Transvaal, measuring 345 square metres, held by virtue of Deed of Transfer TL57512/92.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

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

Case 5048/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malamule Samson Makhubela**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, First Floor, Lastinda Building, Lisbon Street, Evander, on 13 July 1994 at 14:00:

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

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

Property: All right, title and interest to the leasehold in respect of Erf 2187, Embalenhle Extension 8 Township.

Improvements: Single storey, three-bedrooms, kitchen, lounge, bathroom and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1347.)

Case 8649/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maluleka, Risenga George**, First Defendant, and **Maluleka, Ellen Maki**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 15 July 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 9299, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situated at 9299, Dobsonville Extension 3, 1865.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, dining-room and with fence around property.

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

Dated at Johannesburg on this the 14th day of June 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/N140:NC177.)

Case 4536/91

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 August 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 22 July 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 509, Boksburg South Extension 3, situated at 19 President Brand Street, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 962 (nine hundred and sixty-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, study, family room, kitchen, three bedrooms, sewing-room, bathroom with w.c. and shower, separate w.c., double garage, carport and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 15th day of June 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0942 (AB442).]

Case 974/94

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

In the matter between **United Bank**, a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **George Trevor Walker**, First Defendant, and **Petronella Catharina Aletta Walker**, Second Defendant, and **Johan Potgieter**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 April 1994, and writ of execution issued pursuant thereto the property listed herunder will be sold in execution on 22 July 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 218, Impalapark, situated at 18 Avon Street, in the Township of Impalapark, District of Boksburg, measuring 843 (eight hundred and forty-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 of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c., garage, store-room and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 14th day of June 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4731.) [Ref. Mrs Teixeira/U00111 (UB111).]

**Case 5587/94
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Stand Two Hundred and Seventy Six Harmelia Extension One CC**, No. CK91/13020/23, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 21 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 276, situated in the Township of Harmelia Extension 1, Registration Division IR, Transvaal, being 1 Finger Street, Harmelia Extension 1, Germiston, measuring 1 029 (one thousand and twenty-nine) square metres.

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

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

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

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

Dated at Johannesburg on this the 14th day of June 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/S524.)

Case 10132/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Dhlamini, Velaphi Moses**, First Execution Debtor, and **Dhlamini, Ntsoaki Letitia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 July 1994 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 557, situated in the Township of Tembisa Extension 1, Registration Division JR, Transvaal, being 557 Tembisa Extension 1, measuring 313 (three hundred and thirteen) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, three bedrooms, bathroom, 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 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 this 14th day of June 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. Floreclosures/bt/D.316.)

Saak 5/94

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

In die saak tussen **Barry Davies (Home Net) BK**, Eiser, en **David Desmond Koekemoer**, Verweerder

'n Verkoop sonder voorbehoud sal gehou word deur die Balju, Kempton Park, te Parkstraat 8, Kempton Park, op 14 Julie 1994 om 10:00, van die ondergenoemde eiendom op voorwaardes wat ter insae lê by die kantore van die Balju voor die verkoping:

Erf 440, geleë in die dorpsgebied Birchleigh-Noord-uitbreiding 3, geleë te Emberenweg 54, Birchleigh-Noord-uitbreiding 3, groot 1 000 (eenduisend) vierkante meter.

Hoofgebou: Teëldakwoonhuis met sitkamer, twee toilette, kombuis, vyf badkamers, drie slaapkamers, familie/TV-kamer en eetkamer.

Buitegeboue: Motorhuis met oprit, eiendom is omhein.

Terme: 10% (tien persent) van die kontantprys 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 vir die Landdroshof, Kempton Park, binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

Geteken te Pretoria hierdie 14de dag van Junie 1994.

Eitel Kruger & Vennote, Eiser se Prokureur, Kamer 6B, Alma Rinwill Huis, Margaretlaan 12, Kempton Park. [Tel. (012) 344-4427.] (Verw. B347/mnr. du Plessis/ES.)

Saak 1830/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Ligman Beleggings (Pty) Ltd**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton en lasbrief vir eksekusie gedateer 16 Februarie 1994, sal die ondervermelde eiendom op 30 Junie 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik van Vereeniging is soos volg:

Sekere Restant van Erf 176, Meyerton Farms — Njalastraat 107, Registrasieafdeling IR, Transvaal, groot 1 983 (een nege agt drie) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Landdroshofwet en die titelaktes.

2. Die koopprys sal betaalbaar wees as volg:

In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 (vyfhonderd rand), watter bedrag ookal die grootste is en die balans van die koopprys binne 14 (veertien) dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 20ste dag van Junie 1994.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Saak 1582/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Jacob Mtimkulu**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 25 Maart 1994, die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 15 Julie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 614, in die dorpsgebied Sebokeng Eenheid 10, Uitbreiding 3, Registrasieafdeling IQ, Transvaal, groot 613 (seshonderd en dertien) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie:

Drieslaapkamerhuis met sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 14de dag van Junie 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 31337/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Lentsa, Johannes Tsietsi**, Eerste Verweerder, en **Lentsa, Norah Figile**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Vanderbijlpark, op 15 Julie 1994 om 10:00, te die Hoofingangsaal, Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, verkoop op die voorwaardes uit gelees te word deur die Balju ten tyde van die verkoping, welke voorwaardes van die verkoping ingesien kan word ten kantore van die Balju, Suite C, Rietbokgebou 5, Generaal Hertzogstraat, Vanderbijlpark:

Sekere Erf 2025, Evaton North-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 290 (tweehonderd en negentig) vierkante meter.

Die eiendom is verbeter (maar geen waarborg word in hierdie verband gegee nie) en bestaan uit 'n enkelverdieping-woonhuis met sitkamer, kombuis, slaapkamer en spoellatrine.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans teen registrasie van transport en verseker te word deur 'n bank of bougenootskap, die waarborg aan die Balju binne 14 (veertien) dae na die datum van verkoping verstrek te word. Die koper moet afslaaersgelde op die dag van die verkoping betaal.

Gedateer te Vanderbijlpark hierdie 13de dag van Junie 1994.

Moodie & Robertson, p.a. Rooth & Wessels, Posbus 21, Concordegebou, Attie Fouriestraat, Vanderbijlpark. [Tel. (016) 33-0081.] (Verw. mnr. Uys/NM P4/33.)

Case 174/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LEBOWAKGOMO HELD AT THABAMOOPO

In the matter between **John Mphahlele**, Plaintiff, and **Lilly Makgalemele**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Lebowakgomo, and writ of execution dated 12 May 1993, the following will be sold in execution on 29 July 1994 at 10:00, at the Magistrate's Offices, Lebowakgomo, to the highest bidder, to wit:

House 90, Zone A, Lebowakgomo, 0737.

Terms: Strictly cash or bank-guaranteed cheques.

Dated at Pietersburg this 6th day of June 1994.

A. C. Diamond, for Diamond Attorneys, Room 103, Forum 2 Building, 23B Vorster Street; P.O. Box 937, Pietersburg, 0700. (Ref. ACD/P458/90.)

Case 32363/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nagel, Stephanus Ockert**, ID 6509035147002, 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 First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 12 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, prior to the sale:

Erf 2112, Albertsdal Extension 8 Township, Registration Division IR, Transvaal, being 4 Majuba Place, Albertsdal Extension 8, Alberton, measuring 800 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom 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 30 days from the date of sale.

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 503066.)

Case 61384/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Prakexh Kistasamy**, First Defendant, and **Maheshveri Tavamanie Kistasamy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of and writ of execution dated 13 August 1993, the property listed hereunder will be sold in execution on 15 July 1994 at 10:00:

Certain Erf 7075 Lenasia Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 248 (one thousand two hundred and forty eight) square metres, held under Deed of Transfer T6593/93.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey residential building with brick walls, plastered and painted. Consisting of a lounge, dining-room, kitchen, pantry, four bedrooms, three bathrooms, two showers, three w.c.'s and two bidets, entrance hall, family room and scullery. Outbuildings consist of two garages, servant's quarter, store room, two w.c.'s, bath and shower. Further improvements consist of a filtered swimming-pool, brick-paved drive. The boundary is surrounded by a brick wall.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance together with interest thereon at 18% (eighteen per cent) 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 cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79710.)

Case 34798/94
PH158

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

In the matter between **Folgere Investments (Pty) Ltd**, Plaintiff, and **Fastex (Pty) Ltd**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court, dated 7 June 1994, and a warrant of execution issued in terms thereof, the undermentioned goods, attached in execution, will be sold in execution for cash and to the highest bidder on Wednesday, 29 June 1994 at 10:00, at the premises of Fastex (Pty) Ltd at 20 Hanau Street, corner of Jannie, Wolhuter, Jeppe:

Terms: Cash only, no cheques will be accepted.

Schedule of goods: Wooden desk and two chairs, sharp fax machine and time recorder, Disa DP 5510 plan system, two door steel cabinet, two steel racks, wooden coffee table, two small filing racks, four door steel cabinets, four shape wooden desk, two wooden desks, two steel racks, loose chair, asbestos heater, three wooden desks, two chairs, wooden table, small steel rack, two toilet seats, wash basin, eight steel filing cabinets, three draw filing cabinets, steel desk, four draw filing cabinets, vacuum cleaner, chair, two steel stepladder, PSC Fridge, S/S Urn, steel table, wooden desk, executive five coffee machine, desk and three chairs, two door wooden cabinet, open wooden desk, painting, three wooden desk and three chairs, two sharp calculators, round filing stand, wooden bench, seven steel tables, two punches (black and green), modern scale (small), three wooden counters, buggy lawn-mower, trek scale, Datsun Nissan red bakkie and canopy (Registration Number RDJ 941T), paper roller, wooden desk, two door wooden door frame, pilot radio gram, lot screws, nuts, bolts, threaded rods, washers, Seikosha SP 1000 I, lot steel rack (approximately 200) and two notice boards.

Dated at Johannesburg on this the 8th day of June 1994.

Viljoen-French & Coter Inc., Plaintiff's Attorneys, 11th Floor, Nedbank corner, Jorissen Street, Braamfontein. (Tel. 789-4302.) (Fax. 789-5315.)

Case 20725/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Moerat Edries**, First Defendant, and **Moerat Anne Desiree**, 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 Deputy Sheriff in front of the Magistrate's Court, President Steyn Street, Westonaria, on 15 July 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Westonaria, prior to the sale (short description of property, situation and street number):

Certain Erf 3178, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, situated at 3178 Phosphorus Street, Migson Manor, Lenasia South Extension 7.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The house consists of a lounge, dining-room, three bedrooms, bathroom with toilet, separate toilet and shower 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, building society or other acceptable guarantee to be furnished within 21 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). The sale may be subject to vat which will be payable by purchaser.

Dated: 9 May 1994.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 4702/93

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

In the matter between **Town Council of Sandton**, Plaintiff, and **Erf 8/5 Kelcin CC**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 June 1993, and subsequent warrant of execution the following property will be sold in execution on 19 July 1994 at 14:30, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, Blairgowrie, namely:

Portion 8 of Erf 5, Kelvin Township, Registration Division IR, Transvaal, measuring 2030 (two thousand and thirty) square metres, held under Deed of Transfer T10032/1991, also known as 25 Westway Street, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Northview Unit 2, 45 Richards Drive, Halfway House, and contain *inter alia* the following provisions:

1. 10% (ten per centum) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days 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 27th day of May 1994.

Moss Marsch & Georgiev, c/o Document Exchange, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61695, Marshalltown, 2107. (Ref. VL/TT38.)

Case 025196/93
PH 125

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

In the matter between **Body Corporate Villa D'Este**, Plaintiff, and **E. E. Swartz**, Defendant

Be pleased to take notice that in pursuance of a judgment granted in favour of the Plaintiff on 24 June 1993, and a warrant of execution dated 29 June 1993, issued out of the above Honourable Court, the undermentioned property will be sold without a reserve price by the Sheriff of the Court, Johannesburg North, on Friday, 1 July 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg:

Flat 15 being section 3 in the building known as Villa's D'Este situated at Five Avenue, Berea, Johannesburg, and more fully described on Sectional Plan SS192/1985. The floor area according to the sectional plan is 69 (sixty-nine) square metres in extent, together with 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 specified in a schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Plan Title ST192/1985 (3) (Unit).

The following information is furnished although in this respect nothing is guaranteed: Two rooms, kitchen, bathroom/w.c., balcony not enclosed, common property.

Be pleased to take notice further that the condition of sale to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the office of the Sheriff of the Court, Johannesburg North, 131 Marshall Street, Johannesburg.

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

Auctioneer's charges payable on the day of sale to be 5% (five per centum) of the sale price up to 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 10th day of June 1994.

Ivan Soffer, Plaintiff's Attorneys, 15 Raleigh Street, Yeoville, Johannesburg. (Tel. 487-3436.) (Ref. Mr I. Soffer/RF.)

Case 2108/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **General Construction 2000 (Pty) Ltd**, First Defendant, and **Lambertus Albertus van Heerden**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 14 December 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 July 1994 at 10:00, at the office of the Sheriff, 72 Joubert Street, Germiston South, to the highest bidder:

Certain Portion 12 of Erf 2029, Bedfordview Extension 421 Township, Registration Division IR, Transvaal, situated at 10 Florence Avenue, Bedfordview, measuring 577 (five hundred and seventy-seven) square metres.

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

Building built of brick, plaster and paint, concrete roof, comprising entrance hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, dressing-room, two bathrooms, two showers, three w.c.'s, two garages, servant's room and w.c.

The conditions of sale:

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

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

Dated at Germiston this the 13th day of June 1994.

Hammond Pole & Dixon, c/o Mark Yammin Hammond & Partners, Attorney for Plaintiff, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Kok/NG7537.)

Saak 1354/91

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 **Michael Andrew du Plessis**, Eerste Verweerder, en **Alison Rose Willows**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Maart 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 14 Julie 1994 om 10:00:

Erf 753, Terenure-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 950 (negehonderd en vyftig) vierkante meter, bekend as Heatherstraat 15, Terenure-uitbreiding 16, Kempton Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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, twee toilette en familie/TV-kamer.

Ander: Swembad en oprit.

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 14 (veertien) 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, 20 Centraallaan, Privaatsak 53, Kempton Park, 1620. (Ref. Mr McKenzie/zk/DB/U542.)

Saak 1842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Uzhan Jordaan**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof, gedateer 18 Maart 1994 en 'n daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag, 15 Julie 1994 om 11:00, te Kamer 83, Landdroskantoor Bethal, in eksêkusie verkoop, naamlik:

Erf 1242, geleë in die dorp Bethal-uitbreiding 3, Registrasieafdeling IS, Transvaal, groot 1 071 (een nul sewe een) vierkante meter, gehou kragtens Akte van Transport T30913/87.

Bestaande uit 'n woonhuis met verbeteringe.

Voorwaardes: Die volle verkoopvoorwaardes is ter insae beskikbaar by die Balju van die Landdroshof, Bethal en die vernaamste bepalings daarvan is soos volg:

1. Die eiendom word sonder reserwe en aan die hoogste bieder verkoop.
2. Die koper sal 10% (tien persent) van die koopprys betaal op datum van die verkoping en die balans koopprys tesame met die rente moet binne 30 (dertig) dae na datum van verkoping verseker word deur middel van 'n goedgekeurde bank- en/of ander waarborg.
3. Die eiendom word voetstoots verkoop en origens op dieselfde bepalings en voorwaardes as wat voorkom in die Akte van Transport waarkragtens die eiendom tans gehou word.
4. Die eiendom word verkoop onderhewig aan die bepalings en reëls soos neergelê deur die Landdroshofwet.
5. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju van die Landdroshof verduidelik word en lê ter insae by die kantoor van die Balju van die Landdroshof te Bethal.

Geteken te Bethal op hierdie 6de dag van Junie 1994.

G. K. Cronje, vir Cohen, Pretorius, Cronje & Van der Walt, Prokureur vir Eiser, Feldcogebou, Clerqstraat, Posbus 63, Bethal, 2310.

Case 2225/92

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

In the matter between **Volkskas Bank**, Execution Creditor, and **Mrs A. T. Jacobs**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp and a warrant of execution dated 7 September 1992, the following property will be sold in execution on 13 July 1994 at 10:00, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Certain Erf 104, Burgershoop Township, Registration Division IQ, Transvaal, measuring 372 (three hundred and seventy-two) square metres.

Comprising a dwelling consisting of the usual amenities.

Conditions of sale:

1. The property will be sold to the highest bidder without reservation and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. *Conditions:* The purchase price will be paid as follows:

(a) 10% (ten per cent) thereof in cash on the day of the sale and payable to the Sheriff of the Magistrate's Court.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Plaintiff and/or his nominees, to be delivered to the Sheriff of the Magistrate's Court, within 14 (fourteen) days from the date of the sale, which guarantees are to be made payable against registration of transfer of the property into the name of the purchaser free of exchange at Krugersdorp.

3. The conditions of sale which will be read by the Sheriff of the Magistrate's Court immediately prior to the sale are open for inspection at his office.

Le Roux Wagenaar & Partners, Attorneys for Execution Creditors, 057 Ockerse Street, P.O. Box 470, Krugersdorp. (Tel. 953-3810/4.) (Ref. Mrs Beckett.)

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, 14 July 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 9154/92.

Judgment Debtor: **Emma Dumisa Phiri.**

Property: Right of leasehold over Erf 350, Umthambeka Township, Registration Division IR, Transvaal, situated at 350 Umthambeka Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen, two bedrooms. Outbuildings consisting of garage, three outside rooms.

File Ref: L332/92.

Case 11205/93.

Judgment Debtors: **Mali Solomon Thwala and Mvulazana Fairly Grace Thwala.**

Property: Right of leasehold over Erf 26, Mpho Township, Registration Division IR, Transvaal, situated at 26 Mpho Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet, two bedrooms. Outbuildings consisting of three outside rooms.

File Ref: LN3498.

Case 18983/89.

Judgment Debtors: **Malesela Alfred Taoeatswala and Mrs E. Taoeatswala.**

Property: Right of leasehold over Erf 304, Tsepo Township, REgistration Division IR, Transvaal, situated at 304 Tsepo Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen, bathroom, two bedrooms, dining-room. Outbuildings consisting of four outside rooms, garage.

File Ref: LN3689.

Case 7534/90.

Judgment Debtor: **Makgalemane Elias Phafane.**

Property: Right of leasehold over Erf 584, Tsenolong Township, Registration Division IR, Transvaal, situated at 584 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, two bedrooms, dining-room, kitchen, toilet.

File Ref: L186/90.

Case 21794/93.

Judgment Debtors: **Mokgalabje Phineas Poopedi and Dikeledi Charline Poopedi.**

Property: Right of leasehold over Erf 449, Leboeng Township, Registration Division IR, Transvaal, situated at 449 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref: LN3754.

Case 22336/93.

Judgment Debtor: **Sekedi Maria Masela.**

Property: Right of leasehold over Erf 245, Endayini Township, Registration Division IR, Transvaal, situated at 245 Endayini Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms, dining-room. Outbuildings consisting of two outside rooms.

File Ref: LN3775.

Case 10524/90.

Judgment Debtors: **Lesetja Nelson Makola and Mmetso Sophia Makola.**

Property: Right of leasehold over Erf 567, Lekaneng Township, Registration Division IR, Transvaal, situated at 567 Lekaneng Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, bathroom, three bedrooms, dining-room and kitchen.

File Ref: L249/90.

Case 7295/88.

Judgment Debtor: **Lazarus Mkhalihi.**

Property: Right of leasehold over Erf 232, Inxiweni Township, Registration Division IR, Transvaal, situated at 232 Inxiweni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet, two bedrooms.

File Ref: L359/88.

Case 11830/92.

Judgment Debtors: **Lesetja Johannes Themane and Lena Moyahabo Themane.**

Property: Right of leasehold over Erf 132, Leboeng Township, Registration Division IR, Transvaal, situated at 132 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref: 414/92.

Case 19777/93.

Judgment Debtors: **Mlandu Jeremiah Sibanyoni and Sepenge Johanna Sibanyoni.**

Property: Right of leasehold over Erf 167, Welomlambo Township, Registration Division IR, Transvaal, situated at 167 Welomlambo Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, kitchen, dining-room. Outbuildings consisting of garage, two outside rooms.

File Ref: LN3651.

Case 3181/92.

Judgment Debtor: **Fanyane William Sibiya.**

Property: Right of leasehold over Erf 141, Umnonjaneni Township, Registration Division IR, Transvaal, situated at 141 Umnonjaneni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, kitchen, dining-room. Outbuildings consisting of garage, two outside rooms.

File Ref: L108/92.

Case 13071/93.

Judgment Debtors: **Mrwantsele Sidelo and Nokoko Nowinile Sidelo.**

Property: Right of leasehold over Erf 345, Mqantsa Township, Registration Division IR, Transvaal, situated at 345 Mqantsa Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms, dining-room. Outbuildings consisting of two outside rooms.

File Ref: LN3588.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

KAAP • CAPE

Case 6055/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Martin Alexander Clarkson**, Defendant

In the above matter a sale will be held on Monday, 11 July 1994 at 11:00, at the site of 2 Windsor Place, Ruyterwacht, being:

Erf 4193, Epping Garden Village, in the Local Area of Ruyterwacht, Cape Division, measuring 436 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 rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with an asbestos roof, comprising three bedrooms, lounge, kitchen and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 26843/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Reynard Johannes Lotteriet and Alice Margareth Elizabeth Lotteriet**

The following property will be sold in execution at the site of the property, 23 Fortuna Road, Sanddrift, Cape, on Tuesday, 19 July 1994 at 14:00, to the highest bidder:

Erf 105690, Cape Town at Rugby, in extent 576 square metres, held by T29382/1988, situated at 23 Fotuna Road, Sanddrift, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, four bedrooms, two bathrooms/shower/toilet and two garages.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0433/mh.)

Case 16956/91

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

ABSA Bank Limited, trading as United Bank, *versus* **David Arthur Jordan and Yvonne Ann Jordan**

The following property will be sold in execution at the site of the property, 2 Blair Street, Maitland, Cape, on Tuesday, 19 July 1994 at 11:30, to the highest bidder:

Erf 23576, Cape Town, at Maitland, in extent 357 square metres, held by T62332/1989, situated at 2 Blair Street, Maitland, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, three bedrooms, bathroom/toilet and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0755/102069/gl.)

Case 4306/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Louwrens Christopher Ford, and Anna Ford**

The following property will be sold in execution at the site of the property, 56 Duncan Street, Parow Valley, Cape, on Monday, 18 July 1994 at 10:30, to the highest bidder:

Remainder Erf 10068, Parow, in extent 492 square metres, held by T23264/1991, situated at 56 Duncan Street, Parow Valley, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, shower/toilet, detached servant's room and carport.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0104/104430/gl.)

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

ABSA Bank Limited, trading as Allied Bank, versus **Harold Thomas Mchelm**, and **Berenice Amanda Rachel Mchelm**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 July 1994 at 10:00, to the highest bidder:

Erf 61407, Cape Town at Lansdowne, in extent 520 square metres, held by T70996/1992, situated at 26 Harvard Road, Wetton, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, kitchen, three bedrooms, bathroom/toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0179/103671/gl.)

Case 57925/90

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

ABSA Bank Limited, trading as United Bank, versus **Tyrone Gavin Fester**, and **Sharon Mona Fester**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 July 1994 at 10:00, to the highest bidder:

Erf 1735, Mitchells Plain, in extent 210 square metres held by 54670/1988, situated at 11 Elm Close, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2754/100332/gl.)

Saak 1549/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Softlin Cupboards CC**, Eiser, en **Petrus Johannes Rens**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof gedateer 15 Maart 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 29 Junie 1994 om 12:00, op die perseel te Almalmenin, Erf 781, Gedeelte 728, Joostenbergvlakte, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

$\frac{1}{2}$ (een halwe) aandeel van Gedeelte 97 van die plaas Joostenberg Vlake 728 in die afdeling Paarl, groot 8 179 (agtduisend eenhonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T41144/1991, ook bekend as Almalmenin, Erf 781, Gedeelte 728, Joostenbergvlakte.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskap waarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 50, Bellville, Telefoonnommer 948-4061.

Gedateer te Bellville hede die 24ste dag van Mei 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 13234/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Judgment Creditor, and **Dirk Cornelius Coetzee**, Judgment Debtor

In pursuance of a judgment granted on 30 December 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 21 July 1994 at 11:00, at 218 Horak Street, Kraaifontein:

Description: Erf 623, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent four hundred and ninety-six (496) square metres.

Postal address: 218 Horak Street, Kraaifontein.

Improvements: *Dwelling:* Three bedrooms, lounge, kitchen, dining-room, toilet, bathroom and garage, held by Deed of Transfer 38967/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 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 Parow this 3rd day of June 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z52673/HVN/Mrs Wolmarans.)

Case 3598/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Gustav du Toit**, Judgment Debtor

In pursuance of a judgment granted on 23 June 1993, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 21 July 1994 at 10:00, at 110 Hill Street, Kraaifontein:

Description: Erf 6666, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent six hundred and eighty-two (682) square metres.

Postal address: 110 Hill Street, Kraaifontein.

Improvements: *Dwelling:* Lounge, dining-room, kitchen, four bedrooms, two bathrooms, servant's room, en suit, store-room and swimming-pool, held by Deed of Transfer 79881/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of June 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W49660/HVN/Mrs Wolmarans.)

Saak 9763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **H. F. en M. F. Martin**, Verweerders

Eiendom geleë te: Lynette Slot 31, Brentwood Park, Blue Downs.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 3 September 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 20 Julie 1994 om 09:00:

Erf 5862, Blue Downs, ook bekend as Lynette Slot 31, Brentwood Park, Blue Downs, afdeling Kaap, groot 305 vierkante meter, gehou kragtens Transportakte T68807/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die 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 verstrekk 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 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 belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 Junie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN337.)

Saak 7984/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Beperk**, Eiser, en **C. Kok**, Eerste Verweerder, en **mev. G. S. Kok**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hiernavermeld, per openbare veiling verkoop word op Maandag, 11 Julie 1994 om 11:00, te Cornelissenstraat 17, Paarl.

Erf: 15905, Paarl, in die munisipaliteit en afdeling Paarl.

Groot: 380 (driehonderd-en-tagtig) vierkante meter.

Gehou: Kragtens Transportakte T64896/1989, synde 'n woonhuis geleë te Cornelissenstraat 17, Paarl-Oos.

Veilingsvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre 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 21,5% (een-en-twintig komma 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 veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 8930/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Jacobus Johannes de Goede**, Judgment Debtor

The property described hereunder will be sold at 4 Houtman Way, Rugby, on Thursday, 11 August 1994 at 12:30, viz certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 18581, measuring 892 (eight hundred and ninety-two) square metres.

Held by the Execution Debtor under Deed of Transfer T56129/91 (dated 6 September 1991) popularly known as 4 Houtman Way, Rugby.

The property consists of dwelling under tiled roof consisting of four bedrooms, kitchen, study, en suite bathroom, dining-room, two lounges and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 215-120.) (Ref. Mrs Castle/M1423.)

Case 2790/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **James Olivier**, First Judgment Debtor, and **Catherine Georgina Olivier**, Second Judgment Debtor

In pursuance of a judgment granted on 19 April 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 21 July 1994 at 09:00, at Kuils River, Court-house:

Description: Erf 1610, Gaylee, in the Melton Rose Local Area, District of Stellenbosch, in extent 312 (three hundred and twelve) square metres, postal address, 16 Tefelberg Road, Gaylee. Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer No. 24524/86.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow on this the 2nd day of June 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; Voortrekker Road, Parow, 7500. [Tel. (021) 92-6017.]

Case 1780/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Mr. Joseph Jansen** and **Emily Elizabeth Jansen**

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, 31 Mayland, Newton, Wellington, 7655, on Thursday, 14 July 1994 at 10:00:

Erf 7918, Wellington, in the Municipality of Wellington, in extent 505 (five hundred and five) square metres; held by Deed of Transfer T71136/90, and situated at 31 Mayland, Newton, Wellington, 7655.

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wellington.

2. The following improvements on the property are reported but not guaranteed: Vacant land.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by a bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amount are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this the 3rd day of June 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (21) 419-5880/1/2.] (Ref. GJV/SP/Z21088.)

Case 5328/94

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

In the matter between **John David Bingle** and **Elina Bingle**, Plaintiffs, and **Mogamed Ismail Joseph**, Defendant

In pursuance of a judgment in the Court, of the Magistrate of Wynberg, and writ of execution dated 15 April 1994, the following immovable property will be sold in execution on 13 July 1994 at 12:00, at 63 Torrid Road, Surrey Estate, Athlone, to the highest bidder, the property being more fully described as Erf 110673, Cape Town, at Athlone, in the City of Cape Town, Cape Division, measuring 384 (three hundred and eighty-four) square metres held by Certificate of Registered Title T10633/81, and situated at 63 Torrid Road, Surrey Estate, 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: Double storey dwelling with six bedrooms, two toilets, bathroom, two kitchens and two lounges.

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 on this the 1st day of June 1994.

Tennant and Co., Attorneys for Judgment Creditor, 86 St George's Street, Cape Town.

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

In the matter between **D'Aguiar Transport**, Plaintiff, and **Christoffel Douw**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 December 1993, the following property will be sold on Monday, 18 July 1994 at 11:00, at the premises attached in execution in the above matter namely 58 Bothma Street, Paarl, to the highest bidder:

Erf 15764, Paarl, in the Municipality and Division of Paarl, measuring 377 (three hundred and seventy-seven) square metres, held under Deed of Transfer T5818/89.

Conditions of sale:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash on the day of 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.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Paarl on this the 1st day of June 1994.

J. Oosthuizen, 43 Lady Grey Street, Paarl, 7646.

Saak 32563/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Boland Bank Beperk**, Eiser, en **Johannes Hendrik Buys**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 April 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 22 Julie 1994 om 10:00, op die perseel te Franschhoekstraat 14, Durbanville Heuwels, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2132, Durbanville, in die munisipaliteit Durbanville, afdeling Kaap, groot 1239 vierkante meter, gehou kragtens Transportakte T31388/1980.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, twee badkamers, studeerkamer, kombuis, sitkamer, eetkamer, televisiekamer en dubbelgarage.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs 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, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Gedateer op hierdie 6de dag van Junie 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2096.)

Saak 258/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Boland Bank Beperk**, Eiser, en **Lawrence Edgar Burgess**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 9 Februarie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 27 Julie 1994 om 09:00, op die perseel te Maureenlaan 22, Glenhaven, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word.

Erf 13792, Bellville, in die munisipaliteit Bellville, afdeling Kaap, groot 595 vierkante meter, gehou kragtens Transportakte T38879/1974 en T70931/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, een slaapkamer met 'n suite, badkamer, kombuis en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Gedateer op hierdie 6de dag van Junie 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3033.)

Case 246/92

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

Nedcor Bank Limited versus N. M. van Willingh

The property, Erf 5905, Portion of Erf 5960, Grassy Park, in extent 282 (two hundred and eighty-two) square metres, situated at 50 Fifth Avenue, Lotus River.

Improvements (not guaranteed): Maissonette, brick walls, asbestos roof, three bedrooms, kitchen, lounge, bathroom and toilet.

Sale date: 14 July 1994 at 10:00.

Place of sale: On the Wynberg Court-house steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 3rd day of June 1994.

Pincus Matz — Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 55259/91

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

Nedperm Bank Ltd versus M. Zalganokir

The property, Erf 5746, Grassy Park, at Lotus River, in extent 625 (six hundred and twenty-five) square metres, situated at 277 Second Avenue, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, three bedrooms, lounge, kitchen, bathroom and toilet.

Sale date: 14 July 1994 at 10:00.

Place of sale: On the Wynberg Court-house steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 3rd day of June 1994.

Pincus Matz — Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 3998/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Douw Gerbrandt O'Kelly Smith**, First Defendant, and **Hester Elizabeth Smith**, Second Defendant

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

Certain Portion 20 of Erf 203, Witfield, Registration Division IR, Transvaal, situated at 3 Pitout Street, Ravensklip, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01364.)

Saak 13865/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Trust Bank Beperk**, Eiser, en **C. J. Arendse**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 15 Julie 1991, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 12 Julie 1994 om 11:15, op die perseel te Railwaystraat 10, Bellville-Suid, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 15356, Bellville, in die munisipaliteit Bellville, en afdeling Kaap, groot 683 (seshonderd drie-en-tagtig) vierkante meter, gehou kragtens Transportakte T33417/73, ook bekend as Railwaystraat 10, Bellville-Suid.

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville. (Tel. 948-8326/7.)

Gedateer te Bellville hede die 30ste dag van Mei 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 3154/94

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

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, formerly S A Permanent Building Society, Execution Creditor, and **J. M. Moeletsi**, First Execution Debtor, and **N. J. Moeletsi**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 17 May 1994, and in pursuance of an attachment in execution dated 24 May 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 7 July 1994 at 11:00, of the following immovable property situated at 5 Makuleni Street, Kwanobuhle, Uitenhage:

Zoned: Residential.

Being Erf 862 (now Erf 2777), Kwanobuhle, situated in the Area of the City Council of Kwanobuhle, Division of Uitenhage, in extent 341 square metres, held by John Makalo Moeletsi and Nkosazana Joy Moeletsi, under Certificate of Registrate Grant of Leasehold 862/1, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, three bedrooms, kitchen, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriffs (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 2nd day of June 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 846/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mfakumfaku Nelson Mbiko**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 10 March 1994, the property listed hereunder will be sold in execution on Friday, 8 July 1994 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendant's right, title and interest in the leasehold in respect of Erf 106, Motherwell NU7, in the Administrative District of Port Elizabeth, measuring 220 (two hundred and twenty) square metres, situated at 119 Mpheko Street, Motherwell NU7, Port Elizabeth.

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

Dated at Port Elizabeth on this the 30th day of May 1994.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Saak 371/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **C. F. Trust Bates BK**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 19 November 1993, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Maart 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantore, Kimberley, op Donderdag, 7 Julie 1994 om 10:00, naamlik:

Sekere Erf 16580, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 2 420 (tweeënduisend vierhonderd en twintig) vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 371/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Allied Bank, Eiser, en **C. F. Trust Bates BK**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 16 Mei 1994, en 'n lasbrief tot uitwinning van onroerende goed gedateer 18 Mei 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantoor, Kimberley, op Donderdag, 7 Julie 1994 om 10:00, naamlik:

Sekere Erf 16580, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 2 420 (tweeënduisend vierhonderd en twintig) vierkante meter.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 9465/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Arthur Charles Aspelung**

The following property will be sold in execution by public auction held at Malmesbury, Magistrate's Court, to the highest bidder on 12 July 1994 at 10:00:

Erf 5117, Wesfleur, in the Atlantis Residential Local Area Division of Cape, in extent 595 (five hundred and ninety-five) square metres), held by Deed of Transfer T25850/88, situated at 42 Kent Crescent, Saxonsea, 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 the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, detached 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 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 14 (fourteen) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank *versus* **Walter Ivan Malgas**

The following property will be sold in execution by public auction held at Wynberg, Magistrate's Court, to the highest bidder on 13 July 1994 at 10:00:

Erf 37597, Mitchells Plain, in the Municipality of Cape Town Administrative, District of Cape, in extent 278 (two hundred and seventy eight) square metres, held by Deed of Transfer T38835/90, situated at 15 Amiens Way, Strandfontein Village, 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 improvements is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen, bathroom and toilet and single 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 the date of transfer against registration of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1295/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pierre de Jager**, Verweerder

Nademaal vonnis toegestaan is in bogemelde Agbare Hof gedateer 19 November 1993 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Maart 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die kantore van C. W. Malan & Kie., Kerkstraat 37, Humansdorp, op Vrydag, 1 Julie 1994 om 11:00, naamlik:

Sekere Erf 2839, Jeffreysbaai, geleë in die afdeling Jeffreysbaai, groot 700 (sewehonderd) vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir Eiser, Kimberley.

Case 10071/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Rene Antoinette Bastiaan**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted 20 September 1993, the undermentioned property will be sold in execution at the premises on Monday, 11 July 1994 at 10:45:

Erf 9353, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, measuring 285 (two eight five) square metres and comprising of lounge, dining-room, three bedrooms, bathroom and kitchen.

And also known as 21 Morillon Way, Northpine, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deeds in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 27th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2746/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as **United Bank** *versus* **Lesley Sydney February** and **Verona February**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 July 1994 at 09:00, to the highest bidder:

Erf 2153, Kleinvlei, in extent 381 (three hundred and eighty-one) square metres, held by T81659/93, situated at 14 Hudson Street, Kleinvlei, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0116/104710/gl.)

Case 15181/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as **United Bank**, *versus* **Vincent George Merino** and **Sandra Elizabeth Schubert**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 July 1994, at 09:00, to the highest bidder:

Erf 4839, Blue Downs, in extent 312 (three hundred and twelve) square metres, held by T53950/1990, situated at 19 Camelia Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, 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) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1530/103398/gl.)

Case 27577/93

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

ABSA Bank Limited, trading as **United Bank**, *versus* **Newton Bramwell Adams** and **Yolaine Mercia Adams**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 18 July 1994 at 14:00, to the highest bidder:

Erf 14402, Bellville, in extent 317 (three hundred and seventeen) square metres, held by T33443/1989, situated at 35 Hendricks Crescent, Bellville South, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, 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) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read 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. D3U0572/104076/gl.)

Case 3857/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as **United Bank**, *versus* **David Johannes Mitchell** and **Anthea Elmarie Mitchell**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday 18 July 1994 at 09:00, to the highest bidder:

Erf 8706, Kuils River, in extent 443 (four hundred and forty-three) square metres, held by T13460/89, situated at 55 Allaman Street, Highbury, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, dining-room, three bedrooms, bathroom/toilet, 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) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. D0U1065/100110/gl.)

Case 16705/89

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

ABSA Bank Limited, trading as **United Bank**, *versus* **Reginald Bernard Fish** and **Melanie Viola Fish**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 18 July 1994 at 14:00, to the highest bidder:

Erf 20016, Parow, in extent 296 (two hundred and ninety-six) square metres held by T37182/1988, situated at 99 Linden Street, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, shower/toilet, detached garage, store, servant's room 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) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. D9U1069/104312/gl.)

Case 3413/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as **United Bank**, *versus* **Iqbal Hoosain Mohamed**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 July 1994 at 09:00, to the highest bidder:

Erf 3630, Blue Downs, in extent 405 square metres, held by T54082/1989, situated at 70 Blue Downs Way, Hillcrest Heights, Blue Downs, Cape.

1. *The following improvements are reported but not guaranteed*: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet, attached general dealers shop.

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. D2U0188/105896/gt.)

Case 36015/92

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

In the matter between NBS Bank Limited, Plaintiff, and **D. C. Arendse (NB 0038)**, First Defendant, and **C. Arendse (NB 0038)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 12 July 1994 at 10:30:

Property: Erf 23606, Bellville, in the Local Area of Belhar, Cape Division.

Measuring: 164 (one hundred and sixty-four) square metres.

Held by: Deed of Transfer T43172/91.

More specifically known as 27 Merwede Street, Belhar.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the Title Deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 20 May 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jdt.)

Case 39/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Gerhardus Andries Brand**, and **Gloudina Maria Magdalena Brand**

The following property will be sold in execution by public auction held at 68 Duff Street, Parow Valley, to the highest bidder on 13 July 1994 at 09:30:

Remainder Erf 10266, Parow, in the Municipality of Parow, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T32401/91, situated at 68 Duff Street, Parow Valley.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, staff room, garage.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 823/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Glenn Fortuin**

The following property will be sold in execution by public auction held at 240 10th Avenue, Kraaifontein, to the highest bidder on 14 July 1994 at 10:45:

Erf 3378, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T44563/93, situated at 240 10th Avenue, 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 entrance hall, lounge, kitchen, three bedrooms, bathroom and toilet.
3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town this 25th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

ABSA Bank Limited, trading as **Allied Bank**, *versus* **Arthur William Champion**

The following property will be sold in execution by public auction held at 21 Laurel Street, Tygerberg Hills, Bellville, to the highest bidder on 13 July 1994 at 10:15:

Erf 1242, Bellville, in the Municipality of Bellville, Division of Cape, in extent 1 042 (one thousand and forty-two) square metres, held by Deed of Transfer T56379/84, situated at 21 Laurel Street, Tygerberg Hills, Bellville.

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, kitchen, laundry, three bedrooms, two bathrooms/toilet and two garages.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town this 25th day of May 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 9327/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Ronald Frans Cleophas**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 14 Julie 1994 om 12:00 op die perseel:

Erf 79748, Kaapstad, te Dieprivier, in die stad Kaapstad, afdeling Kaap, groot 500 vierkante meter, gehou kragtens Transportakte T15421/1972, ook bekend as Maybankstraat 54, Punt Estate, Dieprivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,50% (negentien komma vyftig persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit drie slaapkamers, twee badkamers, kombuis en sitkamer met stoorkamer.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier hierdie 30ste dag van Mei 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisiskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Saak 1316/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Volkskas Bank, Eiser, en **Gerhard Kuhn Bonthuys**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 19 November 1993 en 'n lasbrief vir eksekusie teen roerende eiendom gedateer 19 November 1993, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te Landdroshof, Hartswater, op Vrydag op 8 Julie 1994 om 10:00, naamlik:

Sekere Perseel 443, 'n gedeelte van Perseel 167, Vaalhartsnederstelling 4, geleë in die administratiewe distrik Vryburg, groot 31,0940 hektaar, gehou kragtens Transportakte 653/90.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank of bouvereniging waarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 1498/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Henry John Lewis**, Judgment Debtor

In pursuance of a judgment granted on 25 February 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 20 July 1994 at 11:00, at 7 Smarag Close Kleinvlei, Eerste River:

Description: Erf 4077, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and fifty-eight (258) square metres.

Postal address: 7 Smarag Close, Kleinvlei, Eerste River.

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

Held by Deed of Transfer T71154/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 24th day of May 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 1648/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Dennis Booysen**, First Judgment Debtor, and **Marie Johanna Booysen**, Second Judgment Debtor

In pursuance of a judgment granted on 25 October 1993, in the Wellington Magistrate's Court, the following property will be sold to the highest bidder on 13 July 1994 at 10:00, at 60 Gardenia Street, Wellington:

Description: Erf 9080, Wellington, in the Municipality of Wellington, Paarl Division, in extent five hundred and seventy-four (574) square metres.

Postal address: 60 Gardenia Street, Wellington.

Improvements: Dwelling: Two bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer T79168/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 30th day of May 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 14918/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Jan Cloete**, First Judgment Debtor, and **Sophia Willemina Cloete**, Second Judgment Debtor

In pursuance of a judgment granted on 1 December 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 21 July 1994 at 09:00, at Kuils River Court-house:

Description: Erf 1125, Hagley in the Local Area of Blue Downs, Stellenbosch Division, in extent three hundred and thirty (330) square metres.

Postal address: 26 Sir Percival Street, St Camelot, Eerste River.

Improvements: Dwelling, two bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer 40060/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten percentum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 30th day of May 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Roderick Cliff Walter Williams** and **Annelize Dorethy Williams**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 19 July 1994 at 10:00, to the highest bidder:

Erf 19289, Paarl, in extent 146 square metres, held by T51438/1991, situated at 13 Hyacinth Street, Groenheuwel, Paarl East, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms, and bathroom/toilet.

2. *Payment*: Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0348/103885/gl.)

Case 2277/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank, *versus* **Earnest Johannes Arendse** and **Gail Judith Arendse**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 19 July 1994 at 10:00, to the highest bidder:

Erf 2315, Macassar, in extent 273 square metres, held by T9890/1986, situated at 61 Koedoe Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, three bedrooms, and bathroom/toilet.

2. *Payment*: Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0796/102917/gl.)

Case 7274/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **A. Heesakkers**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a warrant of execution dated 6 October 1993 the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 14 July 1994 at 10:00:

Certain Erf 1656, Kimberley, situated in the Municipality of the City of Kimberley, measuring 901 (nine nil one) square metres, held by Deed of Transfer T2211/1990, also known as 24 Neale Street, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lobby, dining-room, three bedrooms, kitchen, bathroom, scullery and separate toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax on such balance, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Saak 12382/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **Ebrahim Segers**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30 November 1992 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 22 Julie 1994 om 11:00 op die perseel te Bonniesingel 5, Parkhurst, Scottsdene, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1558, Scottsdene, in die plaaslike gebied Scottsdene, afdeling Stellenbosch, groot 328 vierkante meter, gehou kragtens Transportakte T12999/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerstraat 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys 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 afslaer, C. J. Veldtman, Saambougebou, Voortrekkerstraat 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326)

Datum: 3 Junie 1994.

Fourie Bason & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2084.)

Saak 12064/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **Randal Mark Joubert**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Januarie 1993 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 22 Julie 1994 om 11:45 op die perseel te Orangestraat 14, Bernadino Heights, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1121, Scottsdene, in die gebied van die plaaslike raad Scottsdene, afdeling Stellenbosch, groot 400 vierkante meter, gehou kragtens Transportakte T33611/1987.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n motorhuis met drie slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerstraat 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers-en/of Balju-kommissie betaal word. Die balanskoopprys 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 afslaer, C. J. Veldtman, Saambougebou, Voortrekkerstraat 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326)

Datum: 3 Junie 1994.

Fourie Bason & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2081.)

Saak 14562/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Alfor Interprises (Pty) Limited**, Eiser, en **Dennis Sosibo**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 10 Januarie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 19 Julie 1994 om 11:00, op die perseel Sheilastraat 21, Avenwood, Elsiesrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 19735, Goodwood, in die plaaslike gebied van Elsiesrivier, afdeling Kaap, groot 371 vierkante meter, gehou kragtens Transportakte T39663/1987.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met asbesdak, baksteenmure, sitkamer, kombuis, drie slaapkamers en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer en/of die Balju, J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7128).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukoömissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer en/of die Balju, J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7128).

Datum: 3 Junie 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A222.)

Case 979/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Brent St Clair Sims**, First Defendant, and **Melanie Joanne Sims**, Second Defendant, and **Remo Lucas Sims**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 8 May 1992, the property listed hereunder and commonly known as 3 Stardust Crescent, Coloradopark, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 12 July 1994 at 10:00, to the highest bidder:

Erf 1917, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 379 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1036.)

Case 24122/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

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

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 24 January 1994, the property listed hereunder, and commonly known as 41 Arabian Road, Rocklands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 12 July 1994 at 10:00, to the highest bidder:

Erf 13524, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 256 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18 day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N1599.)

Case 15832/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jeffrey Volkwyn**, First Defendant, and **Sharifa Volkwyn**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 8 October 1993, the property listed hereunder, and comonly known as 36 Southern Cross, Rocklands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 12 July 1994 at 10:00, to the highest bidder:

Erf 11746 Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 207 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey, semi-detached residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1551.)

Case 14581/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Virginia Ntombomzi Willard**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 7 July 1993 the following immovable property will be sold in execution on Wednesday, 20 July 1994 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 967, Bhongweni, Administrative District of Mount Currie, in extent two hundred and seventy six (276) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 967, Bhongweni Township, Kokstad, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising two 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, 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 9th day of June 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 167/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF TULBAGH HELD AT TULBAGH**

ABSA Bank Limited, trading as United Bank, versus **Daniel Johannes Jansen**, and **Helena Francina Jansen**

The following property will be sold in execution at the site of the property, 3 Jacaranda Street, Tulbagh, Cape, on Friday, 22 July 1994 at 11:00, to the highest bidder:

Erf 1333, portion of Erf 738, Tulbagh, in extent 584 square metres, held by T74829/1991, situated at 3 Jacaranda Street, Tulbagh, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0281/103845/gl.)

Case 8824/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as United Bank versus **Colin Deon van Wyk**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 July 1994 at 09:00, to the highest bidder:

Erf 3067, Kleinvele, in extent 384 (three hundred and eighty-four) square metres, held by T33817/88, situated at 12 Da Gama Street, Forest Glade, Kleinvele, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0691/102867/gl.)

Case 6903/93

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

ABSA Bank Limited, trading as United Bank *versus* **Neil Robert Maritz**

The following property will be sold in execution at the site of the property, 102 Cook Street, Goodwood, Cape, on Thursday, 21 July 1994 at 14:45, to the highest bidder:

Remainder Erf 5154, Goodwood, in extent 497 (four hundred and ninety-seven) square metres, held by T61138/89, situated at 102 Cook Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, family room, kitchen, laundry, four bedrooms, bathroom/toilet, bathroom/shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0247/103831/gl.)

Saak 3277/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOUD TE KNYSNA

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **F. H. Julyan**, Verweerder

Ter uitvoering van 'n vonnis wat in die bogemelde Hof teen die bogemelde Verweerder toegestaan is en 'n lasbrief vir eksekusie gedateer 23 Desember 1993, sal die hiernavermelde eiendom op Woensdag, 20 Julie 1994 om 10:00, verkoop word te Kamdebostraat 7, Ouplaas, Knysna:

'n Dubbelverdiepinghoutraamhuis met drie slaapkamers, sit- en eetkamer, motorhuis en glasvesel swembad.

Erf 2492, Knysna, in die munisipaliteit en afdeling Knysna, groot 1 130 (eenduisend eenhonderd en dertig) vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word per stygende bod aan die hoogste bieder verkoop, voetstoots en onderhewig aan die bepalings en voorwaardes van die Landdroshofwet en die reëls daarkragtens gemaak en van die transportakte, sover dit van toepassing mag wees.

2. 10% (tien persent) van die koopprijs word in kontant of met 'n bankgewaarborgde tjek betaal sodra die eiendom as verkoop verklaar is en die balans van die koopprijs word tesame met rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die volle koopprijs binne 10 (tien) dae na die veiling deur 'n bank- of bouverenigingswaarborg gewaarborg, goedgekeur deur die Eiser se prokureurs.

Voorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Markstraat 35, Knysna.

Gedateer te Knysna hierdie 30ste dag van Mei 1994.

E. A. Meyer & Martin, Eiser se Prokureurs, Hoofstraat 20, Knysna.

Case 13873/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Cavin Michael George**, First Defendant, and **Julia George**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 18 March 1994, the property listed hereunder, and commonly known as 5 Riviera Way, Portlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on Tuesday, 12 July 1994 at 11:00, to the highest bidder:

Erf 5883, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 168 square metres.

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

Single storey built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of June 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N. B. S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1516.)

Case 164/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Patrick William Jacobs**, First Defendant, and **Amelia Ann Jacobs**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 1 February 1994, the property listed hereunder, and commonly known as 23 Brookford Road, Lotus River, will be sold in execution at the premises on Wednesday, 13 July 1994 at 14:00, to the highest bidder:

Erf 6790, Grassy Park at Lotus River, in the Local Area of Grassy Park, Administrative District of the Cape, in extent 468 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, one and a half bathrooms, two toilets, shower and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of June 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N. B. S. Waldorf, 80 St George's Mall, Cape Town. (Ref: S. Williams/N.1622.)

12636/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Andre Anthony van Harte**, First Defendant, and **Elizabeth Anne van Harte**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 13 November 1992, the property listed hereunder, and commonly known as 78 Berlin Square, Strandfontein Village, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 12 July 1994 at 11:00, to the highest bidder:

Erf 37721, Mitchells Plain, in the Municipality of Cape Town, Administrative District of the Cape, in extent 209 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of June 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N. B. S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1281.)

Case 41398/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Gastao Gorgulho**, First Defendant, **Diane Gorgulho**, Second Defendant, and **Doreen Kathleen Hess**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of Execution dated 27 December 1993, the property listed hereunder, and commonly known as 35 Wiltshire Road, Kirstenhof, will be sold in execution at the premises on Friday, 8 July 1994 at 10:00, to the highest bidder:

Erf 9617, Constantia, situated in the area of the Local Council of Constantia Valley, Division Cape, in extent 312 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, two bathrooms, toilet, laundry and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 20th day of May 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1570.)

MAGISTRATE'S COURT DISTRICT OF PORT ELIZABETH

Nedcor Bank Limited versus Mponsolwana Isaac Siwe

In pursuance of a judgment dated 30 November 1992 and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 July 1994 at 14:15:

Erf 36831, Zwide, Administrative District of Port Elizabeth, in extent 284 (two hundred and eighty-four) square metres, situated at 34 Bucwa Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on 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 on this the 6th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Model Motor Spares CC**, Execution Creditor, and **J. de Goede**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and warrant of execution dated 27 October 1992, the following property will be sold in execution, at the site of the property, 4 Houtman Street, Tygerhof, Milnerton, on Tuesday, 12 July 1994 at 12:30, to the highest bidder:

Erf 18581, Cape Town, at Rugby, Cape Division, measuring 892 square metres, held by Deed of Transfer T56129/91, also known as 4 Houtman Street, Tygerhof, Milnerton.

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

Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and shower, toilet, toilet and shower, sunroom and granny flat.

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 afore-going, 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 determined from time to time and calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also in 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 an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. **Conditions:** The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 6th day of June 1994.

Du Preez Van der Merwe & Co., Attorneys for Judgment Creditor, 103 Prospect Place, 132 Durban Road, Bellville, 7530. (Tel. 948-8975.) (Ref. DuPvdM/vs/M.31.)

Saak 10424/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **L. T. Smith**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 14 Desember 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 14 Julie 1994 om 10:00:

Sekere Erf 16243, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 535 (vyfhonderd vyf-en-dertig) vierkante meter, bekend as Frederick Plek 12, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak 10849/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **G. Bagaretie**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 25 November 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 14 Julie 1994 om 10:00:

Sekere Erf 5134, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 362 (driehonderd twee-en-estig) vierkante meter, bekend as Pearweg 1, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, vier slaapkamers, kombuis, spens en badkamer met aparte toilet, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak 11695/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **P. Duiker**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 23 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 14 Julie 1994 om 10:00:

Sekere Erf 20612, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 335 (driehonderd vyf-en-dertig) vierkante meter, bekend as Sparrowstraat 86, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, eetkamer, drie slaapkamers, kombuis en badkamer, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak 10557/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **I. Oliphant**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 9 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 14 Julie 1994 om 10:00:

Seker: Erf 21644.

Geleë: In die munisipaliteit en administratiewe distrik Kimberley.

Groot: 348 vierkante meter.

Bekend as: Tchaikovskyalaan 40, Kimberley.

Die verbeterings op die eiendom bestaan uit: 'n Losstaande huis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen **Orandia (Edms.) Bpk.**, handeldrywend as Trek in Motors, Eiser, en **C. H. van der Westhuizen**,
Verweerder

Ter uitvoering van 'n vonnis van die Landdros te De Aar gedateer 28 Junie 1991, sal die ondervermelde eiendom in eksekusie verkoop word op 24 Junie 1994 om 10:00, by die onderskeie persele te Piketberg:

1. Erf 1056, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 1 907 vierkante meter, gehou kragtens Transportakte 63088/87.

Met die volgende verbeterings daarop: Motorhawe, toilette en masjienkamer, stoep en afdak, werkswinkel, toilette en afdak.

2. Erf 38, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 5 353 vierkante meter, gehou kragtens Transportakte 63088/87.

3. Erf 1393, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 1 147 vierkante meter, gehou kragtens Transportakte 9989/91.

Voorwaardes van verkoop: Die eiendom word verkoop aan die hoogste bieder onderhewig aan die voorwaardes van die Landdroshofwet en die reëls daaronder gemaak en onderhewig aan die voorwaardes van die transportakte in so verre dié van toepassing is.

Terme: Die koper moet 'n deposito van tien persent (10%) van die netto koopprys met Belasting op Toegevoegde Waarde daarop waar van toepassing in kontant op die dag van die verkoping betaal en die balans met Belasting op Toegevoegde Waarde daarop waar van toepassing teen registrasie van transport, sodanige balans met Belasting op Toegevoegde Waarde daarop waar van toepassing 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 die datum van die verkoping verstrek te word.

Voorwaardes: Die volle voorwaardes van verkoop gelees te word deur die afslaer onmiddellik voor die verkoping, is ter insae by die Geregsbode te Piketberg.

J. A. Pienaar, vir Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29, De Aar.

Case 2613/91

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* **Elizabeth Isabella Donnelly**

The following property will be sold in execution at the site of the property, 77 Steenoven Street, Bothasig, Cape, on Thursday, 21 July 1994 at 12:00, to the highest bidder:

Erf 6987, Milnerton, in extent 596 square metres, held by T39878/1990, situated at 77 Steenoven Street, Bothasig, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0311/100433/gl.)

Case 10797/92

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

ABSA Bank Limited, trading as United Bank *versus* **Cecil Airnsworth Hunt**

The following property will be sold in execution at the site of the property, 14 Groeveld Avenue, Bothasig, Cape, on Thursday, 21 July 1994 at 11:00, to the highest bidder:

Erf 7604, Milnerton, in extent 1098 square metres, held by T10599/1990, situated at 14 Groeveld Avenue, Bothasig, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling, lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, toilet, shower and external toilet. Detached triple garage and swimming-pool.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1307/106151/gl.)

Case 10909/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Zongezile Lawrence Sigunqa, Nomabaca Petromella Sigunqa

In pursuance of a judgment dated 20 April 1994 and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 July 1994 at 14:15:

Erf 406, Motherwell NU 4, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 64 Bira Street, Motherwell NU 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including 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 on this the 6th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 789/94

SUPREME COURT SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Boy Boy Booysen

In pursuance of a judgment dated 2 June 1994 and an attachment the right of leasehold to the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 8 July 1994 at 15:00:

Erf 1222, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situated at 9 Mgupe Street, kwaDwesi Extension 2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 9th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 7607/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Litha Nombula

In pursuance of a judgment dated 19 April 1994 and an attachment on 2 June 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, 8 July 1994 at 14:15:

Erf 31771, Ibhayi, in the area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 275 (two hundred and seventy-five) square metres, situated at 42 Makuphula Street, Zwile, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of four bedrooms, bathroom, kitchen, lounge and dining-room.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 6th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Selina Prins

In pursuance of a judgment dated 23 March 1944 and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 July 1994 at 14:15:

Erf 42150, Zwide, Administrative District of Port Elizabeth, in extent 308 (three hundred and eight) square metres, situated at 123 Skefile Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus Value-Added Tax] are also payable on date of sale.

Dated on this 6th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 444/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Sydwell Makabongwe Matshotyana**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 11 Julie 1994 om 10:30, te Landdroshof, Paarl:

Alle regte, titel en belang in Erf 1432, Mbekweni, in die area van jurisdiksie van die dorpsbestuur van Mbekweni, administratiewe distrik Paarl, groot 305 (driehonderd en vyf) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Sertifikaat van Huurpag TL34896/93 en geleë te T113, Mbekweni, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende Belasting op Toegevoegde Waarde.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 7de dag van Junie 1994.

Van Wyk, Gaum, Fouchee Ingelyf, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 3305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **W. H. Clarke**, Eiser, en **W. F. Ratte**, Verweerder

Ingevolge die uitspraak van die Landdros Middelburg, Transvaal en lasbrief tot geregtelike verkoping gedateer 11 Augustus 1993, sal die ondervermelde eiendom op 22 Julie 1994 om 10:00, te Landdroshof Petrusville, verkoop word.

Erf 1241, geleë in die dorpsgebied Petrusville, groot 3 000 (drieduisend) vierkante meter, gehou kragtens Akte van Transport T3637/92, beter bekend as Kerkstraat, Petrusville.

Die eiendom bestaan uit 'n groot drieslaapkamerwoonhuis, motorhuis, toegeboude erf met windpomp en baie vrugtebome. Woonhuis bestaan uit steenmure.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju te Petrusville, gesien word.

Datum: 8 Junie 1994.

A. J. Verster, vir A. T. Verster Prokureur, Prokureur vir die Eiser, Posbus 414, Middelburg, 1050. [Tel. (0132) 43-1033/2/4/5/7.]

Case 19528/89**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****Nedperm Bank Limited versus Zwelendaba Ezra Mpfu**

In pursuance of a judgment dated 21 September 1989 and an attachment on 25 February 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 July 1994 at 14:15:

Erf 38963, Zwide, Administrative District of Port Elizabeth, in extent 267 (two hundred and sixty-seven) square metres, situated at 33 Nhose Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, 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 Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys, to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus Value-Added Tax] are also payable on date of sale.

Dated this 9th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2286/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Toby Zonia Strauss

In pursuance of a judgment dated 7 February 1994, and an attachment the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 8 July 1994 at 15:00:

Description: Section 23, as shown and more fully described on Sectional Plan SS195/93, in the scheme known as Milkwood Village in respect of the land and building or buildings situated at Theescombe, in the Municipality and Division of Port Elizabeth, of which the floor area according to the sectional plan is 75 (seventy-five) square metres in extent, situated at 3 Milkwood Village, Pari Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a concrete tile roof, consisting of three bedrooms, two bathrooms, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys, to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus Value-Added Tax] are also payable on date of sale.

Dated this 8th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 9207/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****Nedcor Bank Limited versus Emily Nombizo Sikuni N.O. and Emily Nombizo Sikuni**

In pursuance of a judgment dated 20 April 1994, and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 July 1994 at 14:15:

Erf 46052, Khayi at Zwide, in the Administrative District of Port Elizabeth, in extent 374 (three hundred and seventy-four) square metres, situated at 138 Kruisman Road, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a concrete tile roof, consisting of three bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the 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 Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys, to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus Value-Added Tax] are also payable on date of sale.

Dated this 6th day of June 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 12456/92

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Michael Mzamadoda Simelani**, 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 Wynberg Magistrate's Court-house, Church Street, Wynberg, on 12 July 1994 at 10:00, of the following property:

Erf 28264, Khayelitsha, in the Area of the City Council of Lingeletu West, Division of Cape, in extent three hundred and two (302) square metres, held by Certificate of Registered Grant of Leasehold TL67446/91, and subject to the conditions contained therein.

The property consists of single dwelling built with bricks under an asbestos roof comprising approximately two bedrooms, dining-room, kitchen and bathroom—w.c.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per 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. 64-2170/64-3170.) (Fax. 61-6359.) (Ref. G. Isaacson/GT.)

Case 4878/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of SA Ltd**, Plaintiff, and (1) **Loyiso Kholekile Sondlo**, and (2) **Lorna Sondlo**, Defendants

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, on 13 July 1994 at 10:00, of the following property:

Erf 24983, Khayelitsha, in the Area of Lingeletu West City Council, Administrative District of the Cape, in extent one hundred and eighty-nine (189) square metres, held by Deed of Transfer TL55977/1991.

The property consists of single dwelling of brick walls under asbestos roof comprising approximately two bedrooms, dining-room, kitchen and bathroom—w.c.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per 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.

Date: 24 May 1994.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont. (Tel. 64-2170/64-3170.) (Fax. 61-6359.) (Ref. G. Isaacson/GT.)

Saak 10145/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die stad Kimberley**, Eiser, en **W. J. C. Cheney**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 21 Julie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 14 Julie 1994 om 10:00:

Sekere Erf 8729, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 770 vierkante meter, bekend as Greenstraat 63, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley:

Case 12596/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Kevin Titus**, First Execution Debtor, and **Tamara Bonita Titus**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 29 March 1994, the following property will be sold in execution on Thursday, 14 July 1994 at 10:00, to the highest bidder at 3 Zandvlei Close, Westridge, Mitchells Plain:

Certain Erf 3607, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 300 (three hundred) square metres, held by Deed of Transfer T61645/92, also known as 3 Zandvlei Close, Westridge, Mitchells Plain, dwelling-house consisting of three bedrooms, bathroom, toilet, kitchen, lounge and dining-room.

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 foregoing, 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% (sixteen 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, Mitchells Plain South.

Dated at Wynberg on this the 8th day of June 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 2620/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Percy Cloete** and **Magdalene Cloete**

The following property will be sold in execution by public auction held at 9 Comet Way, Ocean View, to the highest bidder on 13 July 1994 at 12:00:

Erf 1361, Ocean View, situated in the local area of Ocean View, Cape Division, in extent 189 (one hundred and eighty-nine) square metres, held by Deed of Transfer T10629/87, situated at 9 Comet Way, Ocean View.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, toilet/shower, downstairs, open plan lounge/dining-room, kitchen, toilet and 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 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 7th day of June 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 2689/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ed Hay No**, in sy hoedanigheid as Esekuteur in die boedel van wyle **Catherine McCarthy** (nou Mothusi), Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 2 April 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word, op 15 Julie 1994 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2895, Vryburg, geleë in die Vryburg-dorpsuitbreiding 12, munisipaliteit en afdeling Vryburg, groot 1 440 vierkante meter, ook bekend as Dordelaan 5, Vryburg.

Voorwaardes:

$\frac{1}{10}$ (een tiende) van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonniskskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingswaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 10de dag van Junie 1994.

Dawid Viviers, Prokureurs vir Eiser, p.a. Du Plessis-Viviers, Markstraat 136, Posbus 2010, Vryburg, 8600

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In the saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Annemarie Roberts**, Verweerderes

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 18 April 1994, en 'n lasbrief vir eksekusie teen onroerende eiendom gedateer 13 Mei 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantore, Kimberley, op Donderdag, 7 Julie 1994 10:00, naamlik:

Seker 17911, Kimberley, geleë in Kimberley-uitbreiding 42, in die Administratiewe distrik Kimberley, groot 330 (driehonderd en dertig) vierkante meter, beter bekend as Oleastraat 8, Roodepan, Kimberley, bestaande uit twee slaapkamers, sitkamer, kombuis en toilet.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 1851/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Die Trustees in der tyd van Sack Trust**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 27 Augustus 1993, en daaropvolgende lasbrief vir eksekusie gedateer 27 Augustus 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 13 Julie 1994 om 11:00, te Pachena Point 22, Plettenbergbaai:

Erf 1804, Plettenbergbaai, munisipaliteit van Plettenbergbaai, afdeling Knysna, groot 838 (agthonderd agt-en-dertig) vierkante meter, geleë te Pachena Point 22, Plettenbergbaai, en bestaande uit sitkamer, eetkamer, kombuis, vier slaap, eetkamer, kombuis, vier slaapkamers, badkamer, twee toilette, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die geregsbode betaal. Die balans moet binne 14 (veertien) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoor-ure ter insae lê by die kantore van die ondergetekendes en van die geregsbode, Markstraat 35, Knysna, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, CJ Langenhovenweg, George.

Case 18550/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Andrew Robyn**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 20 July 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Courthouse at Wynberg, to the highest bidder on 19 July 1994 at 10:00:

Erf 1138, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 338 (three hundred and thirty-eight) square metres.

Street address: 18 Louise Crescent, Weltevreden Valley, Mitchells Plain.

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 servitude and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Single dwelling with brick walls under tiled roof with three bedrooms, kitchen, lounge, toilet/bathroom.

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:

10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,5% (eighteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 14th day of June 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12275/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jacob Daniel Koopman**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 20 October 1992 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 15 July 1994 at 11:00:

Erf 9360, Brackenfell, in the Local Area of Scottsdene, Stellenbosch Division, in extent 280 (two hundred and eighty) square metres.

Street address: 7 Morillon Way, 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: Lounge, kitchen, toilet, bathroom, two bedrooms and garage—tiled roof.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 14th day of June 1994.

Buchanan Boyes, Attorney for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 30950/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **William Ronald Keith Vollenhoven**, First Execution Debtor, and **Claudine Ann Vollenhoven**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 6 August 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 14 July 1994 at 14:00:

(a) Section 8, as shown and more fully described on Sectional Plan SS243/90, in the building or buildings known as Turfhall Mews, situated at Ottery of which section the floor area, according to the said sectional plan is 52 (fifty-two) square metres in extent, and

(b) an undivided share in the common property of 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: 8 Turfhall Mews, Strandfontein Road, Ottery.

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: Flat on ground floor consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,5% (eighteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 13th day of June 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Colin George Compaan**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 30 December 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 15 July 1994 at 12:00:

(a) Erf 8391, Bellville, in the Municipality of Bellville, Cape Division, in extent 517 (five hundred and seventeen) square metres;

(b) Erf 8392, Bellville, in the Municipality of Bellville, Cape Division, in extent 515 (five hundred and fifteen) square metres.

Street address: 6 Lingen Street, also known as 21 Boston Street, Boston, Bellville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, full bathroom, single garage, kitchen, lounge and tiled roof.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 13th day of June 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Nicolaas Barend Lindes**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 20 September 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 14 July 1994 at 09:15:

Erf 4957, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres.

Street address: 84 Muller Street, Kraaifontein.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Four bedrooms, bathroom, toilet, kitchen, lounge, dining-room and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

10% (ten per cent) 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 14 (fourteen) days of the date of sale.

Dated at Bellville on the 10th day of June 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 17315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Eerste Nasionale Bank van Suider-Afrika Bpk.**, Eiser, en **Ivan McAllister**, Eerste Verweerder, en **Cordelia McAllister**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mitchells Plein gedateer 18 Januarie 1994, sal die hiernabeskrewe vaste eiendom op Donderdag, 14 Julie 1994 om 10:00, voor die Landdroskantoor, Wynberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 31339, Mitchells Plein, in die munisipaliteit Kaapstad, afdeling Kaapstad, straatadres: Trampolenestraat 83, Beacon Valley, Mitchells Plein, groot 135 (eenhonderd vyf-en-dertig) vierkante meter, gehou kragtens Transportakte T3585/93.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 18,5% (agtien komma vyf persent) of sodanige ander rentekoers as wat deur die Verweerder betaalbaar is in terme van Verbandakte B4471/93 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag.

Die koper moet voorts binne 14 (veertien) dae na die verkoping van Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantore van die Balju, Wynberg, en/of die kantore van Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Oakdalestraat, Bellville.

Gedateer te Bellville hierdie 6de dag van Junie 1994.

I. Knoetze, vir Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Oakdalestraat, Bellville; Posbus 2963, Bellville, 7535. (Verw. DX 6 Bellville.)

Saak 1812/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Hermanus Munisipaliteit**, Eiser, en **A. C. Neethling**, Eerste Verweerder, en **Van Hart**, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof, Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 15 Julie 1994 om 12:00, op die perseel:

Een-halwe ($\frac{1}{2}$) aandeel in Erf 25, Hawston, geleë te Kerkstraat, Hawston, groot 4 289 (vierduisend tweehonderd nege-en-tagtig) vierkante meter, gehou kragtens Transportakte T38933/86.

Die eiendom bestaan uit 'n leë erf.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1994, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. 10% (tien persent) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport.

Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus, se kantoor.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200.

Case 3193/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Landile William Nomkhala**, First Defendant, and **Gracee Nomkhala**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 16 February 1994, and the warrant of execution dated 1 March 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 15 July 1994 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1264, Motherwell, NU 5, Phase 1, in the Administrative District of Uitenhage, measuring 385 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL1807/90, situated at 24 Hlobo Street, Motherwell, NU 5, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Block under tiles dwelling, lounge, kitchen, two bedrooms, bathroom/water closet.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 10th day of June 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray/sc.)

Case 6458/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **L. Makoloane**, First Defendant, and **S. E. Makoloane**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 7 September 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 14 July 1994 at 10:00:

Certain: Erf 119, Retswelele, Kimberley.

Situated: In the Township of Retswelele, in the Municipality of Galeshewe, Administrative District of Kimberley.

Measuring: 273 (two seven three) square metres.

Held: By Deed of Transfer TL31/1988.

Also known as: 119 James Makoti Street, Retswelele, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, three bedrooms, kitchen, bathroom and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and Auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 13th day of June 1994.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Saak 1241/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank**, Eiser, en **Pieter Johannes Deerling**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 21 April 1994 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 14 Julie 1994 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste bod maak, naamlik:

Seker: Erf 18172, Kimberley, geleë in Kimberley-uitbreiding 42, in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Vincastraat 11, Pescodia, Kimberley.

Groot: 406 (vierhonderd-en-ses) vierkante meter.

Sonering: Woningdoeleindes alleenlik.

Gehou kragtens Transportakte T1503/91 gedateer 24 Julie 1991.

Onderworpe aan Verbandakte B1521/1991 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Tien persent (10%) van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Datum: 10 Junie 1994.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wall-gebou, Southeystraat, Kimberley, 8301.

Saak 7849/94

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH**

In die saak tussen **ABSA Bank**, handeldrywend as Santambank, Eiser, en **D. I. Hammond**, Eerste Verweerder, en **R. A. Hammond**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 19 April 1994, sal die ondergemelde eiendom verkoop word op 15 Julie 1994 om 14:15 by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 1197, Walmer, in die munisipaliteit en afdeling Port Elizabeth.

Groot: 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

Gehou kragtens: Transportakte T8084/90.

Ook bekend as: Vyfde Laan 42, Walmer, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping-baksteenwoonhuis met teëldak, sementvloere, bestaande uit twee slaapkamers, kombuis, sitkamer, eetkamer, sonkamer, badkamer en buitegeboue bestaande uit garage, toilet en twee buitekamers wat moontlik omskep kan word in 'n woonstel, asook 'n swembad op die eiendom geleë is.

Geteken te Port Elizabeth op 7 Junie 1994.

Stulping Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 27884/93

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

In the matter between **South African Mutual Mortgage Investment Corporation (Pty) Limited**, Plaintiff, and **Vuyani Victor Mrawu**, First Defendant, and **Nomisa Victoria Mrawu**, Second Defendant

Pursuant to the judgment of the above Court and writ of execution dated 9 July 1993, the undermentioned immovable property will be sold by public auction on Tuesday, 12 July 1994 at 10:00, in front of the Court-house at 7-9 Electric Road, Wynberg, Cape, to the highest bidder:

Erf 19731, Khayelitsha, in the Area of the Town Council of Lingeletu West, Cape Division, measuring 150 square metres, held by virtue of Deed of Transfer TL58897/89 known as Erf 19731, Road E, Khayelitsha, Cape.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single-storey dwelling built of brick walls under an asbestos tile roof comprising of two bedrooms, dining-room, kitchen, bathroom and toilet.

Conditions of sale: 10% (ten per cent) and Sheriff of the Magistrate's Court charges in cash or by means of bank-guarantee 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 Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Signed at Cape Town this day of May 1994.

D. J. Lloyd, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Tel. (021) 461-1060.) (Ref. DJL/ND.)

Saak 198/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE HARTSWATER

In die saak tussen **United Bank Beperk** ('n Divisie van ABSA Bank Beperk) (Reg. No. 86/04794/06), Eiser, en **Willem Pretorius**, Eerste Verweerder, en **mev. S. Pretorius**, Tweede Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 3 Mei 1993, en 'n lasbrief tot beslaglegging van onroerende goed gedateer 17 Mei 1994, sal ondergemelde eiendom deur die Balju te Hartswater per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder 'n reserweprys deur die Eksekusieskuldeiser vasgestel voor die Landdroskantoor te Hartswater op 8 Julie 1994 om 10:30:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 22.

Geleë: In die munisipaliteit Hartswater.

Informasie: Kragtens Transportakte T1397/79.

Die volgende informasie word, verskaf, maar nie gewaarborg nie:

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank-, bouvereniging-, of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Hartswater.

Cilliers, Waldeck & Van Zyl, Prokureur vir Eiser, Hertzogstraat, Lex-gebou; Posbus 12, Hartswater. (Verw. A: van Zyl/sdb/PO4.93/74.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Thomas Maree**

The following property will be sold in execution at the site of the property, 13 Walden Court, Abingdon Circle, Fish Hoek, Western Cape, on Wednesday, 20 July 1994 at 12:00, to the highest bidder:

A unit consisting of:

(a) Section 13 as shown and more fully described on Sectional Plan SS170/1990 in the scheme known as Walden Court, situated at Fish Hoek, in the Municipality of Fish Hoek, of which section the floor area according to the said sectional plan is fifty-nine (59) 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 Certificate of Registered Sectional Title ST170/90 (13) (Unit) also known as 13 Walden Court, Abingdon Circle, Fish Hoek, Western Cape.

1. *The following improvements are reported but not guaranteed:* Sectional title unit: Lounge, kitchen, bedroom, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0136/104424/gl.)

Case 194/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **H. Linters**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, on 11 February 1991 and a warrant of execution, the following will be sold in execution on 15 July 1994 at 09:15, at the property thereby attached being a single dwelling consisting of two bedrooms, kitchen, lounge and outside toilet, at 16 Daffodil Street, Kuils River, to the highest bidder, the property being more fully described as:

Erf 6547, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 319 (three hundred and nineteen) square metres, situated at 16 Daffodil Street, Kuils River, described as a single dwelling consisting of two bedrooms, kitchen, lounge and outside toilet.

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 thereunder and of the title deeds, in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the 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 offices of the Sheriff of the Magistrate's Court, Bellville.

Dated at Cape Town this 8th day of June 1994.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref.: DSR/ss.)

Case 7095/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Bargain Building Supplies**, Plaintiff, and **Mr Bullock**, Defendant

In the above matter a sale will be held on Friday, 8 July 1994 at 09:45, at the site of 4 Bullock Street, Northpine, Brackenfell, being:

Erf 9129 (1), Brackenfell, also known as Twine Oaks, in the Local Area of Brackenfell, Division of Stellenbosch, measuring 597 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 stand and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen and a half per centum ($18\frac{1}{2}\%$) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising four bedrooms, TV-room, kitchen, study room, laundry and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff of Bellville, and at the offices of the undersigned.

R. H. Stuurman & Co., Attorneys for Plaintiff, Solnisa Centre, Kasselsvlei Road, Bellville South. (Tel. 951-2473/2410.) (Ref. J. Stuurman/wc.)

Case 1323/92

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Jacobus Lodewyk Pienaar**, First Defendant, and **Maizylle Veronica Pienaar**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 104 The Vines, Alphen Hill Road, Wynberg, on Tuesday, 12 July 1994 at 14:00, namely:

Section 24, as shown and more fully described on Sectional Plan SS104/1991, in the building or buildings known as The Vines, situated at Wynberg, in the Municipality of Cape Town, 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 34 (thirty-four) square metres.

Section 14, as shown and more fully described on Sectional Plan SS104/1991, in the building or buildings known as The Vines, situated at Wynberg, in the Municipality of Cape Town, Cape Division.

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 the floor area according to the sectional plan is 17 (seventeen) square metres, held by Certificate of Registered Title ST104/1991.

Commonly known as 104 The Vines, Alphen Hill Road, Wynberg, which property is said, without warranty as to the correctness thereof, to comprise flat consisting of three bedrooms, lounge, kitchen, bathroom and toilet and parking area, being vacant piece of land.

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 ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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 consisting of three bedrooms, lounge, kitchen, bathroom and toilet and parking area being vacant piece of land.

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 25th day of May 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22152.)

Saak 876/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **United Bank**, Eiser, en **M. C. Hanekom**, Verweerder

Kragtens 'n verstekvonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie tot geregtelike verkoping gedateer 20 Mei 1994, sal die ondervermelde vaste eiendom geregtelik verkoop word voetstoots en per openbare veiling aan die hoogste bieder te Rhodesstraat, Daniëlskuil, op 8 Julie 1994 om 10:00, naamlik:

Seker Erf 1950, geleë in die dorp Daniëlskuil, distrik Barkly-Wes, groot 440 vierkante meter.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die eiendom is geleë te Rhodesstraat, Daniëlskuil. Die verbeterings bestaan uit 'n woonstel met sitkamer, kombuis, twee slaapkamers en badkamer/toilet.

Belangrike voorwaardes:

1. *Betaling:* 10% (tien persent) van die koopprys plus afslaerskommissie in kontant teen ondertekening van die verkoopvoorwaardes tesame met koste van advertensie. Die balans plus rente teen registrasie van transport en waarvoor 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 dae na datum van veiling aan Eiser se prokureurs voorsien moet word.

2. Die koper betaal rente teen heersende koerse aan die Eiser vanaf datum van verkoop.

3. Die koper betaal agterstallige belasting.

4. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe.

Volledige verkoopvoorwaardes lê ter insae by die kantore van Fourie-Strauss, Randjiesstraat 18, Postmasburg.

Geteken te Postmasburg op hierdie 13de dag van Junie 1994.

J. H. Strauss, vir Fourie-Strauss, Prokureurs vir Eiser, Posbus 400, Postmasburg, 8420.

NATAL

Case 4337/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH****In the matter between Corporate Body of SABR Mansions, Plaintiff, and V. Maharaj, Defendant**

In pursuance of a judgment granted in the above Honourable Court, dated 3 November 1992, and a warrant of execution, the undermentioned property will be sold in execution on 2 August 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Section 7, as shown and more fully described on Sectional Plan 119/88, in the building known as SABR Mansions, of which section the floor area according to the sectional plan is 70 (seventy) square metres; an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: Unit 7, SABR Mansions, 7 Luxmi Road, Ladysmith, one sectional dwelling unit comprising of two bedrooms, lounge, dining-room, kitchen, bathroom and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.
2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.
3. The property is deemed to be sold voetstoots.
4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 7th day of June 1994.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04S182003.)

Case 9299/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM****In the matter between Saambou Bank Limited, Plaintiff, and Richard Mbongeni Mzimela, First Defendant, and Nomasonto Lucia Mzimela, Second Defendant**

In pursuance of judgment granted on 19 October 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 July 1994 at 10:00, in front of the Magistrate's Court, 22 Moss Street, Verulam, to the highest bidder:

Description: Lot A.79, in the Township of kwaMashu, District of Ntuzuma, in extent 255 square metres, represented on General Plan PB33/1989 and held by Deed of Grant G3023/89, signed at Ulundi on 4 July subject to the conditions of title therein set out.

Physical address: House A79, Shayamoya, kwaMashu.

Improvements: Single storey brick under tile dwelling, comprising three bedrooms, bathroom/toilet, lounge/dining-room, kitchen, water and light facilities (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 18% (eighteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff, Inanda (Area 1), or at the offices of Strauss Daly Inc.

Dated at Durban on this the 6th day of June 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/ Z18106/OE.); c/o Oakford Priory, P.O. Oakford, Verulam.

Case 8805/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Raphael Thandizwe Cele**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 16 August 1993, the property listed hereunder will be sold in execution on 15 July 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Site A6448, kwaNdengezi, situated in the Township of kwaNdengezi, District of Mpumalanga, in extent three hundred and five (305) square metres.

Postal address: Unit A6448, kwaNdengezi Township, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom 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 Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 8th day of June 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/177.)

Saak 1401/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Selby Nkosinathi Khumlo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 18 Mei 1994, sal die ondervermelde eiendom op 13 Julie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 9720, Unit A, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop, maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 7de dag van Junie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 12/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sibonginkosi Makhubu**, Defendant

In pursuance of a judgment of the Court of the Magistrate of eZakheni and a writ of execution dated 8 March 1994, the undermentioned property will be sold in execution on 12 July 1994 at 15:00, at the Magistrate's Court, eZakheni, namely:

A certain Site B1857, eZakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

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 30th day of May 1994.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle; c/o KwaZulu Finance & Investment Corporation, 31 Blou Street, eZakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 1677/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sibusiso Jethro Masiteng**, also known as **Sibusiso Jetro Masiteng**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 3 May 1994, the undermentioned property will be sold in execution on 13 July 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain site Unit 5766, Unit D, Madadeni Township.

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 30th day of May 1994.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, Upper Ground Floor, S A Perm Arcade, 58 Scott Street, Newcastle.

Case 64564/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Russell Grant Cass**, Defendant

By virtue of a judgment of the above Honourable Court dated 1 February 1994, and a warrant of execution issued thereunder, the immovable property which is described hereunder, will be sold in execution on 12 July 1994 at 14:00, at the Durban Magistrate's Court, Sontseu Road, Durban, voetstoots, to the highest bidder:

Property description: Lot 1946, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 189 (one thousand one hundred and eighty-nine) square metres, held under Deed of Transfer T16214/88, subject to the conditions therein contained.

Physical address of property: 71 St Andrews Drive, Durban North.

Zoning of property: Special Residential.

Improvements on property (but nothing is guaranteed in respect hereof): Single-storey dwelling of plastered brick construction under lipped tiled roof consisting of lounge, dining-room, kitchen, laundry, four bedrooms, granny flat comprising of lounge, bedroom, kitchenette and separate w.c. Outbuildings consisting of servants' quarters, servant's w.c., store-room, gunite swimming-pool and face brick boundary wall.

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, together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court, Durban North, within 14 (fourteen) days after the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.

6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban this 3rd day of June 1994.

Woodhead, Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. RN/gdp 43F 121.A3.)

Case 7778/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Arthur Meek**, First Defendant, and **Mrs Shirley Cynthia Meek**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 8 July 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:

Lot 8505, Pinetown (Extension 67), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring six hundred and eighty-three (683) square metres, which property is physically situated at 52 Central Drive, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T14289/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for special residential 1 purposes and enjoys no special consent in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees of charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18 (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 1st day of June 1994.

Browne, Brodie & Company, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U016/001034/Mrs Chelin.)

Case 1961/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Blackburn Enterprises (Pty) Ltd**, Execution Creditor, and **G. D. R. Incorporated**, Execution Debtor

In pursuance of a judgment granted on 28 September 1993, in the Supreme Court (Durban and Coast Local Division), and a writ of execution issued thereunder the immovable property listed hereunder will be sold in execution on Friday, 15 July 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Situation in the City of Durban, street address 7 Douglas Road, Durban North.

Title deed description: Subdivision 3 of Lot 581, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 675 (six hundred and seventy-five) square metres, held under Deed of Transfer T1468/91 subject to the conditions therein contained and especially to the Reservation of Rights to Minerals.

Improvements: A single storey house brick/plaster under tile roof, no garage. The main house has two bedrooms, T.V. room, toilet (vinyl floor covering), bathroom (bath/wash basin/shower with vinyl floor covering), lounge and dining-room with a wooden floor and kitchen with fitted cupboards. The kitchen is tiled. The servants quarters are separate from the main house and consist of room and toilet/shower. The property is full fenced with concrete/brick.

Zoning: Residential, but nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 Execution Creditor's attorneys to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the date of the sale.
3. Interest is payable on the purchase price from date of sale to date of registration of transfer of the property both dated inclusive, at a rate equivalent to the rate payable under and in terms of the mortgage bond registered on the property in favour of the Execution Creditor. The method of calculating the interest will be as per the said mortgage bond.
4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
5. The property and the improvements thereon are sold voetstoots and without any warranties.
6. The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban.

Dated at Durban this 1st day of June 1994.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building 343 Smith Street, Durban. [Tel. (031) 304-9881] (Ref. J. Harcourt-Baldwin/ab/22B2532001.)

Case 2048/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Laljith Nundlal**, First Defendant, and **Anitha Nundlal**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 12 April 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 8 July 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Lot 505, Lenham, situated in the City of Durban, Administrative District of Natal, in extent one hundred and ninety-seven (197) square metres, which property is physically situated at 13 Dunlen Crescent, Lenham, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer, T24351/93.

Improvements: Without consisting a warranty of any nature, the property has been improved by the erection thereon of a block under asbestos dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18 (eighteen per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 3rd June 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/U016/031287/Mrs Chelin.)

Case 2983/92

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

In the matter between **United Bank Ltd**, No. 86/04794/06, Execution Creditor, and **Shunmugam Thavar**, First Execution Debtor, and **Muniamma Thavar**, Second Execution Debtor

In pursuance of a judgment granted on 22 July 1992, 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 Tuesday, 26 July 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain immovable property being Lot 1401, Shallcross Extension 1, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 638 (six hundred and thirty-eight) square metres.

Postal address: 4 Granada Street, Shallcross, 4093.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: Garage, carport and toilet.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, Chatsworth or at our offices.

Bowne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/001345/Mrs Chelin.)

Case 309/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Soobramoney Moodley**, First Defendant, and **Mrs Radha Moodley**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 7 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, Area 1, at the front entrance of the Magistrate's Court, Moss Street, Verulam on Friday, 1 July 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacarand, namely:

Lot 326, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 279 (two hundred and seventy-nine) square metres, which property is physically situated at 345 Palmview Drive, Palmview, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T10346/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of Block under Asbestos dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for Special Residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the 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 with 14 (fourteen) days after the date of sale.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/028318/Mrs Chelin.)

2841/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investments Corporation Limited**, Plaintiff, and
Themba Lucky Mkhasibe, 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 8 July 1994 at 09:30 at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 3834, Imbali 2, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 372 (three hundred and seventy-two) square metres, held by Deed of Grant 0012391.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at Ownership Unit 3834, Imbali 2, in the Township of Edendale, District of Pietermaritzburg, 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 afore-said 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 20th day of April 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/44/K0133/B3.)

Case 654/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa**, Plaintiff, and
Bongani Cyril Radebee, 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 8 July 1994 at 09:30 at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Subdivision 183 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent nine hundred and forty-four (944) square metres, held by Deed of Transfer T21943/93.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 6 William Calder Place, The Grange, 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 afore-said 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 20th day of April 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S232.)

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 **Malibongwe Mtuzula**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 8 July 1994 at 10:00:

Description: Section 36 as shown and more fully described on sectional plan SS149/92 in the scheme known as Colchester, in respect of the land and building or buildings situated at Durban, of which the floor area according to the said sectional plan is 44 (forty-four) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST7217/93.

Physical address: Flat 52, Colchester House, 108 Smith Street, Durban, Natal.

Zoning: Special residential.

The property consists of the following:

Fifth floor bachelor flat comprising living-room, bathroom/toilet and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 19th day of May 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7212/mvr.)

Saak 1455/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **S A Permanente Bouvereniging**, Eiser, en **Sibusiso Graham Mngadi**, Verweerder

Uit kragte van 'n vonnis van die Landdros van Newcastle en kragtens 'n lasbrief van eksekusie gedateer 3 Mei 1994, sal die volgende onroerende eiendom tesame met alle verbeterings daarop, per publieke veiling op 13 Julie 1994 om 10:00, voor die Landdroshof, Newcastle, aan die hoogste bieder verkoop word, naamlik:

Unit No. 6554, Osizweni, Unit 1.

Die voorwaardes van die verkoping mag geïnspekteer word by die kantore van die Balju van die Landdroshof en sal gelees word onmiddellik voor die verkoping.

Geteken te Newcastle op hede die 25ste dag van Mei 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Saak 1404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sipho Tryceman Twala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 3 Mei 1994, sal die ondervermelde eiendom op 13 Julie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit No. 9022, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Geteken te Newcastle op hede die 25ste dag van Mei 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Case 1861/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bernard John Pavitt**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 15 July 1994 at 10:00:

Description: Subdivision 41 of Lot 818, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 768 (seven hundred and sixty-eight) square metres, held under Deed of Transfer T15839/87, physical address 3 Raftery Crescent, Sherwood, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile single storey dwelling comprising: An entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and enclosed verandah. The outbuildings comprise two separate buildings comprising: Garage, carport, three servant's rooms, bathroom, laundry and two store-rooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Saleroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this the 24th day of May 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6669/mvr.)

Case 11623/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thembinkosi Henschel Nxumalo**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 30 November 1993, a sale in execution will be held on Friday, 15 July 1994 at 10:00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, for the Inanda District, to the highest bidder:

Ownership Unit E1392, in the Township of Ntuzuma, District of Ntuzuma, in extent 398 square metres, represented and described on General Plan PB421/1986, with the postal and street address of Unit E1392, Ntuzuma.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with light and water facilities comprising of three bedrooms, kitchen, lounge and toilet with bathroom.

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 cent) 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, for the Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 7th day of June 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3401/93.)

Case 25405/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ashitbaran Sewnandan**, First Defendant, and **Kissoonpersad Ramkhelwan**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 17 July 1992, a sale in execution will be held on 12 July 1994 at 14:00, 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 North, to the highest bidder:

Subdivision 8 (of 2) of Lot 914, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 1 703 (one thousand seven hundred and three) square metres, with the postal address of 23 Foreman Road, Sydenham, Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof double storey building with lights and water consisting of:

Upstairs: Three bedrooms, bedroom with b.i.c., kitchen, lounge, toilet and bath with wash-basin.

Downstairs: Bedroom, kitchen, lounge and toilet/bath with wash-basin.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The sale shall be subject to the terms of the sale.
2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per cent) 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 North, 15 Milne 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 7th day of June 1994.

De Villiers Evans & Pettit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.1136/92.)

Case 1040/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Manickum Perumall Chetty**, First Defendant, and
Govindmah Chetty, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 3 May 1994, in the above-named suit, the following immovable properties will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Glencoe, in front of the Magistrate's Court, Justice Street, Glencoe, Natal, on Friday, 8 July 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 29 De Beer Street, Glencoe, Natal, namely:

1. Lot 931, Glencoe, situated in the Borough of Glencoe, and in the Dundee/Glencoe Regional Water Services Area, Administrative District of Natal, in extent three thousand four hundred and seventy-seven (3 477) square metres.

2. Remainder of Lot 932, Glencoe, situated in the Borough of Glencoe, and in the Dundee/Glencoe Regional Water Services Area, Administrative District of Natal, in extent five hundred and sixty-three (563) square metres, which properties are physically situated at 91 Biggar Street, Glencoe, Natal, and which properties are held by the above-named Defendants under and by virtue of Deed of Transfer T7068/1988.

Improvements: The property described as Lot 931, Glencoe is a vacant land.

Without constituting a warranty of any nature, the property described as Remainder of Lot 932, Glencoe, has been improved by the erection thereon of brick under iron building, consisting of a bottle store and two shops. There is an outbuilding consisting of a lounge, dining-room, four bedrooms, kitchen, bathroom and toilet.

Zoning: The properties are zoned for business and special Residential purposes and enjoys no special consent in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (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 16,25% (sixteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 30th day of May 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 949/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Keith Riley**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 3 May 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 Glencoe, in front of the Magistrate's Court, Justice Street, Glencoe, Natal, on Friday, 8 July 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 29 De Beer Street, Glencoe, Natal, namely:

Lot 1967, Glencoe (Extension 5), situated in the Borough of Glencoe, and in the Thukela Joint Services Area, Administrative District of Natal, in extent one thousand two hundred and sixty-three (1 263) square metres, which property is physically situated at 147 Celle Street, Glencoe, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T32828/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house under tile consisting of an entrance hall, lounge, dining-room, family room, four bedrooms, kitchen, two bathrooms with toilets and toilet. There is an outbuilding consisting of a servant's quarters and a toilet.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (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 cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 25th day of May 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1015/94

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 **Guy Gabriel Bhengu**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 15 July 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Site G897, in extent four hundred and fifty-four (454) square metres as shown on General Plan PB50/1986, situated in the Township of Ntuzuma, and held under Deed of Grant G11331/87.

Street address: G897 Ntuzuma Township, Ntuzuma.

Improvements: A brick under tile house with water and lights consisting of three bedrooms, lounge, kitchen, toilet with bathroom.

Zoning: Special residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037.]

Dated at Durban this 7th day of June 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 350/94

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Ben Sipho Msowoya**, 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 8 July 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, Natal, to the highest bidder for cash, without reserve:

A4819 kwaNdengezi, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at A4819 kwaNdengezi, 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 8th day of June 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50K0170/C4.)

Case 6379/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Bonisiwe Cynthia Mkhize**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 19 April 1994 the writ of execution dated 19 April 1994 the immovable property listed hereunder will be sold in execution on Friday, 15 July 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 2242, Imbali 11, Edendale, Pietermaritzburg, Natal, in extent 260 square metres and described on Deed of Grant 11963.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque at the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/604/gd.)

Case 164/94

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Norman Robert Straw**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 8 July 1994 at 10:00, at the offices of the Sheriff, 12 Campbell Road, Howick, to the highest bidder for cash, without reserve:

Subdivision 1 of Lot 205, Merivale Extension 1, situated in the Borough of Howick, Administrative District of Natal, in extent 2 071 (two thousand and seventy-one) square metres held under Deed of Transfer T4407/1987.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 30 Vear Road, Merrivale, Natal.

2. The property has been improved by the construction thereon of an iron roofed three bedroomed dwelling with 1½ bathrooms, entrance hall, lounge, dining-room, family room, study, fitted kitchen, double garage, carport and servants' quarters.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 8th day of June 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 227.)

Case 12845/92

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank, Execution Creditor, and **Sivanandha Kaisuval Naidoo**, First Execution Debtor, and **K. Naidoo**, Second Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court, on 30 March 1993, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 July 1994 at 10:00, at Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve to the highest bidder:

Description: Lot 4838, Pinetown Extension 51, situated in the Borough of Pinetown and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 986 square metres.

Postal address: 36 Harish Road, Nagina Township.

Improvements: Brick and tile, three bedrooms, kitchen, lounge, dining-room, toilet and bathroom.

Zoning: Residential (the accuracy hereof is not guaranteed).

Held by the Execution Debtors in their names under Deed of Transfer T3615/1990.

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 plus Value-Added Tax 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, Pinetown, 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 transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.

4. The purchaser shall be liable 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, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban this 6th day of June 1994.

Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. A. B. Meyer/W1416/V.4.)

Case 5892/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. O. Ndumo**, Defendant

In pursuance of a judgment granted on 10 June 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 July 1994 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D765, in the Township of kwaDabeka, District of Pinetown, in extent of 301 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D765, kwaDabeka.

Improvements: Single storey, fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th day of June 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 10099/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Ge Erick Mngadi**, Execution Debtor

In pursuance of a judgment granted on 17 December 1991, 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, 15 July 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownership Unit 35, in the Township of Ohlange, District of Ohlange, in extent 288 (two hundred and eighty-eight) square metres, represented and described on General Plan SG2271/1987, held under Deed of Grant G9397/88.

Street address: Unit 35, Ohlange.

Improvements: A block under asbestos dwelling consisting of two bedrooms, kitchen, lounge, toilet (outside) and no bathroom. Light facilities, no water facilities.

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 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 22% (twenty-two per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 7th day of June 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 252/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hielke Klooster**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 15 July 1994 at 10:00:

Description: Subdivision 5 of Lot 1756, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 3 051 (three thousand and fifty-one) square metres, held under Deed of Transfer T22818/93;

Physical address: 15 Henderson Road, Queensburgh, Escombe, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with shower, toilet. *Outbuildings:* Garage, servants' quarters and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this the 7th day of June 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/Mr J. C. Jones.)

Case 17799/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Craig Russell Amos**, First Defendant, and **Charmaine Amos**, Second Defendant

In pursuance of a judgment granted on 22 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 14 July 1994 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban:

Description of property: Lot 234, Austerville, situated in the City of Durban, Administrative District of Natal, measuring 186 (one hundred and eighty-six) square metres, consisting of bedroom, kitchen, lounge floor cemented, toilet outside, shower, roof: asbestos roof, fenced fully, precast on the one side, wood fence in front.

Postal address: 78 Woodville Road, Wentworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands ie., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Lejaton Building, 40 St. George's Street, Durban.

Dated at Durban on this the 9th day of June 1994.

Livingston Leandy Inc., 9 12th Floor, First National Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556001(1).]

Case 7229/94

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Mr Karthigasen Chettiar**, First Execution Debtor, and **Miss Charmaine Naidoo**, Second Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 3 May 1994, the following immovable property will be sold in execution on 8 July 1994 at 11:00, at the Sheriff's salesroom, 227 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 6008, of 5921, of the farm Northdale, 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 180 (one hundred and eighty) square metres.

The following information is furnished regarding the property but is not guaranteed:

Main building: A brick dwelling with asbestos roof consisting of lounge, kitchen, three bedrooms, bathroom and w.c.

The property is situated at 3 Salvia Place, Bombay Heights, Pietermaritzburg.

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 Creditor attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 8th day of June 1994.

M. E. Cajee, for Cajee & Associates, Plaintiff's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 797/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Mandlenkosi Zebon Bukhosini**, Execution Debtor.

In pursuance of a judgment granted on 8 April 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, 15 July 1994 at 10:00 at the front entrance to the Magistrate's Courts Building, Moss Street, Verulam:

Description: Ownership Unit P94, in the Township of kwaMashu, District of Ntuzuma, in extent one hundred and eighty-seven (187) square metres, represented and described on General Plan No. PB 452/1988 held under Deed of Grant G6738/88.

Street address: Unit P94, kwaMashu.

Improvements: Double storey brick under tile dwelling consisting of: *Upstairs:* Three bedrooms and toilet with bathroom. *Downstairs:* Kitchen, lounge with dining-room and toilet. 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 16,50% (sixteen comma five naught per centum) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037].

Dated at Durban this 7th day of June 1994.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 19966/93

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Hemley Properties (Pty) Limited**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 20 October 1993 the writ of execution dated 20 October 1993 the immovable property listed hereunder will be sold in execution on Friday, 15 July 1994 at 10:00 at 12 Campbell Road, Howick, Natal, to the highest bidder:

Lot 48, Howick, situated in the Borough of Howick, Administrative District of Natal, measuring 4 047 square metres as described on Deed of Transfer T22459/1993 and situated at 32 Bell Street, Howick, Natal.

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 deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 22,25% (twenty-two comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Howick, immediately prior to the sale may be inspected at his office at 12 Campbell Road, Howick, Natal.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B909L/gd.)

Case 20336/94

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 **Hayden Investments (Pty) Ltd** (Reg. No. 90/01788/07), Defendant

In pursuance of a judgment granted on 13 May 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, 12 July 1994 at 14:00 in front of the Magistrate's Court, Somsteu Road, Durban:

Description: Subdivision 17 of Lot 328, Zeekoe Valleij, situated in the City of Durban, Administrative District of Natal, in extent (1 428) square metres.

Postal address: 29 Barvale Drive, Bakerville Gardens, Sea Cow Lake, Durban.

Improvements: Dwelling consisting of brick and tile, kitchen, bathroom, toilet—wash basin, lounge, dining-room, three bedrooms, small verandah, toilet and carport. *Granny flat:* Bedroom, lounge, kitchen, bathroom, toilet and verandah.

Vacant possession is not guaranteed.

Nothing in respect of the sale 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 the Sheriff's Office, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 6th day of June 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 125/94

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

In the matter between **First National Bank of Southern Africa Limited**, Reg. No. 05/01225/06, Execution Creditor, and **T. C. Khumalo**, Execution Debtor

In pursuance of judgment granted in the above Honourable Court and subsequent warrant of execution, the immovable property:

Subdivision 4 (of 3) of Erf 4, Vryheid, situated in the Borough of Vryheid, Administrative District of Vryheid, in extent 1 439 (one thousand four hundred and thirty-nine) square metres, will be sold in execution on Thursday, 14 July 1994 at 11:00, in front of the Magistrate's Court of Vryheid.

Improvements on the property are the following, though in this respect nothing is guaranteed:

Dwelling-house: Brick under iron and burglar guards. Three bedrooms, being one main en suite with built-in cupboard and bedroom without cupboards, bathroom, kitchen, pantry, laundry, passage, dining-room, lounge, floors of novilon and wall to wall carpeting and front verandah.

Outbuildings: Brick under iron, single garage and toilet, outside room with toilet, shower and wash basin and separate outside room.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vryheid, and are mainly the following:

1. The property will be sold by the Sheriff, Vryheid, by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 16% (sixteen per centum) interest, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.

3. The purchaser shall pay the auctioneers charges on the day of the sale.

Dated at Vryheid on this the 9th day of June 1994.

G. A. Schoombee, for Hannah Schoombee & Steyn, Attorneys for Plaintiff, P.O. Box 34, Vryheid, 3100. [Tel. (0381) 5001.] (Ref. Mr Schoombee.)

Case 69/93

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 **D. S. Buthelezi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 July 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2504, Ezakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G3385/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling comprising three bedrooms, living-room and kitchen and outbuildings w.c. and shower, in extent 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 12 July 1994 at 10:00, 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 preceding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for onwership 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 of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 10th day of 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF464.)

Case 8465/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Howard Ernest Oram**, Execution Debtor

In pursuance of judgment granted on 19 April 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 the Tuesday, 12 July 1994, at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Lot 1474, Durban North, situated in the City of Durban, Administrative District of Natal, measuring 1 072 (one thousand and seventy-two) square metres.

Postal address: 12 Northumberland Place, Durban North, 4051.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and snookerroom. *Outbuildings:* Two garages, staff quarters, toilet/shower and pool.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 6th day of June 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, P.O. Box 714, Durban, 4000.
[Tel. (031) 304-7614/5.] (Ref. CMK/U016/030047/Mrs Chelin.)

Case 29/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **N. Luvuno**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 May 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 July 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E3108, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1627/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 12 July 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 give 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 the Plaintiff's attorney, of 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 the 10th day of June 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF266.)

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 **J. M. Ndlovu**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 17 February 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 July 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Site E2803, Ezakheni, in extent 488 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G3769/89.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 488 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 12 July 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 give 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 10th day of June 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF476.)

5012/94

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 **Ramnarain Kalicharan**, First Defendant, and **Dhanwanthi Kalicharan**, Second Defendant

In pursuance of a judgment granted on 15 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 21 July 1994 at 10:00 at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 247, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 454 square metres.

Address: 42 Dharwar Road, Merebank, Durban.

Improvements: Main building, double storey brick and tile, upstairs consisting of four bedrooms, main bedroom with en suite; separate toilet with shower. *Downstairs:* Kitchen, scullery, TV-room, dining-room, lounge and toilet. *Outbuilding:* Prayer room and garage (brick with asbestos).

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% of the purchase price and the auctioneer's commission in cash to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011511.)

Case 19419/94

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 **Roy Singh**, Defendant

In pursuance of a judgment granted on 22 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 15 July 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 882, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 319 square metres.

Address: 13 Caneside Drive, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom, together and precast fencing, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011536.)

Case 30791/93

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

In the matter between **J. Volschenk**, trading as Select-A-Fence, Judgment Creditor, and **Shaik Mohamed Sadick**, Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution, on Friday, 15 July 1994 at 11:00, by the Sheriff for the Magistrate's Court at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Subdivision 45 of Lot 1861, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 989 square metres, situated at 22 Mason Road, Manor, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T13537/93.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential use.

Improvements: Single-storey dwelling.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on 13th day of June 1994.

Venn Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. GSV/10V134093.)

Case 8210/93

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 **Glen Craig Maree**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 15 July 1994 at 10:00:

Description: Section 147, 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 the Borough of Pinetown, of which the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said Sectional Plan held under Deed of Transfer ST5762/92.

Physical address: 901 Birches, 100 Entabeni Road, Pinetown, Natal.

Zoning: Special residential.

The property consists of the following: Simplex comprising entrance hall, lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, verandah and carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 7th day of June 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/J. C. Jones.)

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

In die saak tussen ABSA Bank Beperk, Eiser, en **R. D. Renaud**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 10 Desember 1992, sal die hierondervermelde eiendom geregtelik verkoop word op 14 Julie 1994 om 10:00, te die Landdroskantoor, Somtseuweg-ingang, Durban, aan wie die hoogste aanbod maak:

Erf: 2516, Kingsburgh (Berrio Avenue 41, Kingsburg).

Groot: 1 444 vierkante meter.

Gehou: Kragtens Akte van Transport T24871/1984.

Die volgende verbeterings is op die eiendom aangebring: Onverbeterde eiendom.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word lê ter insae te die Landdroskantoor, Somtseuweg-ingang, Durban, en bevat onder andere die volgende voorwaardes:

(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 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 die datum van die verkoping verstrek te word.

(b) Die koper moet ook alle agterstallige bedrae aan die Stadsraad van Kingsburgh ten opsigte van onder andere erfbelasting betaal.

(c) Die koper moet afslaersgelde van 5% (vyf persent) op die eerste R20 000 en dan 3% (drie persent) op die res van die koopprys tot 'n maksimum van R60 000 en 'n minimum van R200 van die totale koopprys op die dag van die verkoping betaal.

Geteken te Pretoria op hede die 25ste dag van Mei 1994.

W. J. S. Bekker, vir Wilsenach van Wyk Goosen & Bekker, Ben Viljoenstraat 299, Pretoria-Noord. (Tel. 554-137/8/9.) (Verw. mev. Vos 75/060/8.)

Case 7774/93

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 **Saravanan Govindsamy Govender**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 22 February 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, Pinetown, on 8 July 1994 at 10:00, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown:

Property description: A Unit consisting of:

(a) Section 17 as shown and more fully described on Sectional Plan SS256/1992, in the scheme known as Chestnut Gardens in respect of the land and building or buildings situated at Pinetown, Borough of Pinetown, of which the floor area, according to the said sectional plan, is 109 (one hundred and nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3330/93.

Physical address of property: 17 Chestnut Gardens, Chestnut Crescent, Marianhill, Natal.

Zoning of property: General Residential 2.

Improvements of property (but nothing is guaranteed in respect thereof): A single-storey house, brick under tile comprising: Three bedrooms, lounge, dining-room, bathroom, toilet, en suite shower and toilet, garage.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Pinetown, within fourteen (14) days after the date of the 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, 62 Caversham Road, Pinetown.

Dated at Durban this 14th day of June 1994.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. RN/gdp/43F6207.A3.)

Case 64673/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Execution Creditor, and **Mahomed Habib Abba Moosa Essa**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban dated 8 September 1993 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 12 July 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the property Subdivision 15 of Lot 700 Brickfield, situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and forty-four (1 144) square metres.

Postal address: 193 Sparks Road, Overport, Durban.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick building consisting of: Supermarket, bakery and small flat above.

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, 15 Milne Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 10th day of June 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAleary/sc.)

Case 1358/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Khelawon Ramnath**, First Defendant, and **Boomawathie Ramnath**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 22 July 1991, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on 8 July 1994 at 10:00, at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

The immovable property is Subdivision 93 of Lot 3185, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 301 (three hundred and one) square metres in extent.

Postal address: 47 Lotus Road, Northdale, Pietermaritzburg, Natal.

Improvements: Single-storey dwelling, block under asbestos, lounge, three bedrooms, bathroom, toilet and kitchen. No outbuildings.

Zoning: Residential. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 21,9% (twenty-one comma nine per cent) per annum from 1 April 1991, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this the 5th day of June 1994.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/JZ/E0163/92.)

Case 3815/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hawa Vawda**, First Defendant, and **Ahmed Vawda**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 26 January 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Tuesday, 12 July 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 5 Poort Road, Ladysmith, Natal, namely:

(a) Section 13 as shown and more fully described on sectional plan SS212/88, in the building or buildings known as Sabr Mansions, situated in Luxmi Road, Ladysmith, Natal, of which section the floor area according to the said sectional plan is seventy (70) square metres; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section which property is physically situated at 13 Sabr Mansions, 5 Luxmi Road, Ladysmith, Natal, and which property is held by the above-named Defendants under and by virtue of Sectional Title CRST212/88.

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, two bedrooms and a bathroom and toilet.

Zoning: The property is zoned for General Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price shall be payable subject to the conditions of sale, as follows:

(a) Ten per cent (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 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 9th day of June 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 4004/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Milan Rampiare Jadoonandan Jadoonandan**, First Defendant, and **Jasoda Jadoonandan**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 23 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 Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Tuesday, 12 July 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 5 Poort Road, Ladysmith, Natal, namely:

(a) Subdivision 1 of Lot 6042, Ladysmith (Extension 25), situated in the Borough of Ladysmith, Administrative District of Natal, in extent eight hundred and ninety-five (895) square metres, which property is physically situated at 15 Marigold Road, Ladysmith, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T24721/1986.

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 entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom and toilet and a shower and toilet. There is an outbuilding consisting of a double garage, two servants' quarters, a bathroom and toilet and a storeroom.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price shall be payable subject to the conditions of sale, as follows:

(a) Ten per cent (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 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 9th day of June 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 9701/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mpumelelo Abraham Muthwa**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 June 1994, the following immovable property will be sold in execution on Friday, 8 July 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 433 (Unit J), in the Township Edendale, District of Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Site 433 (Unit J), Edendale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tile comprising three bedrooms, bathroom, w.c., lounge, dining-room and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 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 16th day of June 1994.

Leslie Simon Pretorius & Dawson, Johnson House 19, Theatre Lane, Pietermaritzburg.

Case 3142/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, No. 87/01384/06, Execution Creditor, and **Davendran Govender**, First Execution Debtor, and **Shireen Govender**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam dated 16 August 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 15 July 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the property Subdivision 338 (of 284), of the farm Melk Houte Kraal 789, situated in the City of Durban, Administrative District of Natal, in extent six hundred and fifty (650) square metres.

Postal address: 23 Cane Crescent, Carovoca.

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

A brick under tile dwelling consisting of four bedrooms, lounge, kitchen, dining-room, two toilets, two bathrooms, attached double door garage and precast fence.

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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 15th day of June 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 1/92

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

In the matter between **Nedperm Bank Limited** (Reg. No. 51/00009/06), Plaintiff, and **Simon Kahlasele Koba**, Defendant

In pursuance of a judgment granted on 26 February 1992, in the Court of the Magistrate, Umbumbulu, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Umbumbulu, Eastern Steps, Magistrate's Court, on Friday, 15 July 1994 at 10:00:

Description: Unit 584, in extent 421 (four hundred and twenty-one) square metres, situated in the Township of kwaMakhutha, in the District of Umbumbulu, represented and described on G. Plan BA35/1966, held under Deed of Grant G6746/86, registered at Ulundi, on 7 November 1986.

Postal address: 584 kwaMakhutha Township, P.O. Amanzimtoti.

Improvements: A brick and tile roofed dwelling, fenced, consisting of lounge, dining-room, kitchen, bathroom, three bedrooms and two garages with outbuilding.

Town-planning zone.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installations Certificate of Compliance issued under the regulation in terms of the Occupational Health and Safety Act of 1933. The purchaser shall be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this the 13th day of June 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. (Ref. L. F. Olive.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 19284/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **Catharina Nel**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 16 November 1992, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 15 Julie 1994 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 22116, Bloemfontein-uitbreiding 146, groot 1 412 m² (eenduisend vierhonderd-en-twaalf vierkante meter), gehou kragtens Akte van Transport T9393/89, onderhewig aan sekere voorwaardes.

Die volgende besonderhede ten aansien van die eiendom word verskaf maar nie gewaarborg nie:

Die verbeterings op die eiendom bestaan uit 'n gedeeltelik voltooide woonhuis waarvan die vloeroppervlakte baie groot is, met drie motorhuise.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. 10% (tien persent) van die koopprijs moet in kontak op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 23ste dag van Mei 1994.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301. (Verw. P. H. T. Colditz/AR/Z01321.)

Saak 2861/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Standard Bank van SA Bpk.**, handeldrywende as Standard Kredietkorporasie Beperk, Eiser, en **Louis Johannes Jacobus Christiaan van der Walt**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en 'n lasbrief vir eksekusie teen goed gedateer 7 Maart 1994, sal die ondervermelde eiendom op Vrydag, 15 Julie 1994 om 10:00, te Peetlaaningang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 2153, geleë in die dorp en distrik Bloemfontein, groot 898 vierkante meter, gehou kragtens Transportakte T7546/1980.

Bestaande uit 'n baksteenwoonhuis waarvan die dak van sink is, bestaande uit drie slaapkamers, kombuis, opwaskamer, stoep, badkamer, sitkamer en motorhuis. Niks in die verband word egter gewaarborg nie.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprijs binne veertien (14) dae na die datum van die verkoping 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoping mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Oos, te Barnesstraat 5, Westdene, Bloemfontein, nagesien word.

Geteken te Bloemfontein hierdie 18de dag van Mei 1994.

H: P. van der Post, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein. [Tel. (051) 30-2171.] (Verw. HPvdP/ka/RBW005.)

Saak 3724/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited**, No. 86/04794/06 (Allied Bank), Eiser, en **Johannes Jacobus Barnard**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroskantoor, Sasolburg, op 8 Julie 1994 om 10:00:

Sekere Erf 2110, geleë in die dorp Sasolburg, distrik Parys (George Greystraat 52, Sasolburg), groot 753 vierkante meter.

Verbeterings: Sitkamer/eetkamer, kombuis, drie slaapkamers, badkamer met toilet, motorhuis en stoorkamer.

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

Gedateer te Vereeniging hierdie 6de dag van Junie 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

Saak 2096/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank** (Allied), Eksekusieskuldeiser, en **T. D. en M. M. Nyamane**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 27 Augustus 1993, in die Landdroshof, Virginia, sal die volgende eiendom verkoop word op 15 Julie 1994 om 10:00, voor die Landdroskantore te Virginia, Perseel 691, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 (tweehonderd-en-tagtig) vierkante meter, bestaande uit: Sitkamer, kombuis, twee slaapkamers, badkamer met toilet, geen buitegeboue.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprijs:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by die kantore van die Balju, Virginia.

Gedateer te Virginia op hierdie 6de dag van Junie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 2002/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank** (Allied), Eksekusieskuldeiser, en **Marumo Andries Koote**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 23 Augustus 1993, in die Landdroshof, Virginia, sal die volgende eiendom verkoop word op 15 Julie 1994 om 10:00, voor die Landdroskantore te Virginia, Perseel 267, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 (tweehonderd-en-tagtig) vierkante meter, bestaande uit: Sitkamer, kombuis, twee slaapkamers, badkamer met toilet, geen buitegeboue.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprijs:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by die kantore van die Balju, Virginia.

Gedateer te Virginia op hierdie 6de dag van Junie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 1368/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Seroalo Jonas Motsemme**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief vir uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 27 Julie 1994 om 10:00, voor die Landdroskantoor, Parys, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3584, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL326/1990, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Losstaande baksteen- en/of sementwoonhuis onder sinkdak, bestaande uit: Sitkamer, badkamer, kombuis en 'n slaapkamer.

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Parys op hede die 1ste dag van Junie 1994.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63, Posbus 43, Parys. (Verw. CFS/LT/BEZ032/N929.)

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor, PARYS, op Woensdag, 27 Julie 1994 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Beperk**

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

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

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

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

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

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Vredefort.

Saaknommer: 100/1992

Vonnisskuldenaar: **Mtuedwa George Sithato.**

Eiendom: Erf 3730, Tumahole, Parys.

Verwysing: C. F. Swanepoel/lt/SAP782/N221.

Beskrywing: 'n Woonhuis met twee slaapkamers, woonkamer, kombuis en badkamer.

Groot: 286 (tweehonderd ses-en-tagtig) vierkante meter.

Geteken te Parys op die 2de dag van Junie 1994.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585. (Tel. 0568-2181/2/3.)

Saak 3680/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited**, Eiser, en **H. R. Vorster**, Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word te Peetlaan (Landdroshofingang), op Vrydag, 8 Julie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder/s 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 restant van Onderverdeling 6 ('n onderverdeling van Onderverdeling 2) van die plaas Dyssel's Rust 2841, distrik Bloemfontein, groot 29,9786 (nege-en-twintig komma nege sewe agt ses) hektaar, gehou kragtens Transportakte T10803/1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Twee wonings:

1. Drie slaapkamers, drie badkamers, sitkamer, eetkamer, voorkamer, kombuis en muur-tot-muur tapyte.

Platdak:

2. Twee slaapkamers, sitkamer, kombuis, badkamer, asbestosdak, drie garages, drie buitekamers, twee bediende-kamers en melkskuur.

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.

Gedateer hierdie 6de dag van Junie 1994.

N. H. Barnaschone, vir Claude Reid, Prokureur vir Eiser, UBS-gebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-8745.] (Verw. MHB/ESF/W52972.)

Saak 2997/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. W. Moya**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 11 Mei 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Julie 1994 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18239, geleë te en bekend as Sunrise View 18239, Thabong, Welkom, gesoneer vir woondoeleindes, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL93/1990.

Verbeterings: Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 9de dag van Junie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 965/93

IN DIE LANDDROSHOF VIR DIE DISTRIK FICKSBURG GEHOU TE FICKSBURG

In die saak tussen **Avfin Industrial Finance (Pty) Limited**, Eiser, en **L D E Componentes CC**, Eerste Verweerder en **E. en D. G. Haasbroek**, Tweede Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe gehou word te die perseel geleë te Koppiestraat 36, Ficksburg, op Woensdag, 13 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 Onderverdeling 1 van Erf 489, geleë in die dorp en distrik Ficksburg, groot 1 368 vierkante meter, ook bekend as Koppiestraat 36, Ficksburg, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T6445/1989.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

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.

Gedateer hierdie 8ste dag van Junie 1994.

D. J. Gresse, vir Dippenaar Du Toit & Louw, Prokureur vir Eiser, Fonteinstraat 73, Ficksburg.

Saak 2460/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. N. Moeketsi**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg, titel en belang in die Geregisteerde Huurpag van Perseel 19992, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19992, Orange Grove, Thabong, Welkom, groot 234 (tweehonderd vier-en-dertig) vierkante meter soos aangedui op Algemene Plan L21/1990 en gehou kragtens Sertifikaat van Geregisteerde Huurpag TL14420/1990 registreer op 12 Desember 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881] (Verw. LDYB/SMC/W21937.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **T. Tlharipe**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg, titel en belang in die Huurpag van Perseel 23729, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 23729, Sunriseview, Thabong, Welkom, groot 277 (tweehonderd sewe-en-sewentig) vierkante meter soos aangedui op Algemene Plan L67/1989 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL3216/1991, registreer op 18 Maart 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booyesen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881] (Verw. LDYB/SMC/W22039.)

Saak 2834/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **R. E. Moholobela**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 19463, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19463 Orange Grove, Thabong, Welkom, groot 253 (tweehonderd drie-en-veertig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T19253/1992 geregistreer op 22 Oktober 1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booyesen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881] (Verw. LDYB/SMC/W21977.)

Saak 2832/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **A. L. Mdlalo**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg, titel en belang in die Huurpag van Perseel 18460, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 18460, Sunriseview, Thabong, Welkom, groot 220 (tweehonderd-en-twintig) vierkante meter soos aangedui op Algemene Plan L89/1988 en gehou kragtens sertifikaat van geregistreerde Huurpag TL9380/1990 registreer op 31 Augustus 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booyesen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21976.)

Saak 2701/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **R. J. Rakaki**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, en die eiendom synde:

Die Verweerder se reg, titel en belang in die Huurpag van perseel 23718, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 23718 Synriseview, Thabong, Welkom, groot 347 (driehonderd sewe-en-veertig) vierkante meter, soos aangedui op Algemene Plan L67/1989 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL3210/1991 registreer op 18 Maart 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21898.)

Saak 1960/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **M. A. Lebakeng**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 8 Julie 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die verweerder se reg, titel en belang in die Huurpag van Perseel 19796, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19796 Sunriseview, Thabong, Welkom, groot 234 (tweehonderd vier-en-dertig) vierkante meter soos aangedui op Algemene Plan L21/1990 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL4949/1991 registreer op 26 April 1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 13 Junie 1994.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21901.)

Case 4578/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

Nedcor Bank Limited, Plaintiff, and **Simon Magonyana Khumalo**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Municipal Offices, Malan Street, Oranjeville, on 21 July 1994 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Heilbron, at 30 Froneman Street, Heilbron.

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

Property: All right, title and interest in the leasehold in respect of Erf 226, Metsimaholo Oranjeville, District of Heilbron.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185] (Ref. B. du Plooy/LVDM/GT1250.)

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 **Johannes Heinrich Morton**, 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 entrance of the Magistrate's Court's Office, Els Street, Heilbron, on Thursday, 14 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, Heilbron, at the entrance of the Magistrate's Office, Els Street, Heilbron:

Erf 188, situated in the Town and District of Heilbron, measuring 952 m², held by the Defendant under Deed of Transfer T3822/1990, being 48 Oranje Street, Heilbron.

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

The dwelling consists of entrance hall, lounge, dining-room, six bedrooms, bathroom/w.c., shower/w.c., kitchen, two garages, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76386/FCLS/Mr Brewer/djl.)

Case 422/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Salomon Terblanche Booyesen**, 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 entrance of the Magistrate's Court's Office, Els Street, Heilbron, on Thursday, 14 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, Heilbron, at the entrance of the Magistrate's Office, Els Street, Heilbron:

Erf 922, situated in the Town and District of Heilbron, measuring 1107 m², held by the Defendant under Deed of Transfer T3541/1983, being 8 Els Street, Heilbron.

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 bathroom/w.c., kitchen, garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63946/FCLS/Mr Brewer/djl.)

Case 879/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Serame Petrus Xaba**, First Defendant, and **Mannini Emily Xaba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg on Friday 8 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 4152, Zamdela, District of Parys, measuring 440 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL4611/1988, being 4152 Zamdela, Sasolburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c., separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65449/FCLS/Mr Brewer/djl.)

Case 5019/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nicolaas Johannes Swanepoel**, First Defendant, and **Helena Berentina Swanepoel**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1043, Sasolburg Extension 1 Township, District Parys, measuring 1 236 (one thousand two hundred and thirty-six) square metres, held by the Defendants under Deed of Transfer T13578/88, being 19 McIntyre Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, store-room and shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 9th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79438/FCLS/Mr. Brewer/djl.)

Case 2908/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Philimon Mpakathi**, 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, 22 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 3012, Zamdela Township, District Parys, measuring 268 (two hundred and sixty-eight) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold L92/83, being 3012 Zamdela, Sasolburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72922/FCLS/Mr. Brewer/djl.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Bernard Johannes Vorster**, First Defendant, and **Gertruida Jacoba Vorster**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12366, Sasolburg Extension 14 Township, District Parys, measuring 961 (nine hundred and sixty-one) square metres, held by the Defendants under Deed of Transfer T4592/89, being 7 Orpen Crescent, Sasolburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage, store-room and shower/w.c.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78270/FCLS/Mr. Brewer/djl.)

Case 5358/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Marthinus Jacobus Jacobs**, First Defendant, and **Anna Hendrietta Jacobs**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12853, Sasolburg Extension 19 Township, District Parys, measuring 854 (eight hundred and fifty-four) square metres, held by the Defendants under Deed of Transfer T13405/90, being 15 Karee Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 10th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90781/FCLS/Mr. Brewer/djl.)

Case 5267/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Langalibalele Elias Motloun**, First Defendant, and **Matsiliso Letitia Motloun**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 4199, Zamdela Township, District of Parys, measuring 438 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL2172/1987, being 4199 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, 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 9th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90582/FCLS/Mr Brewer/djl.)

Case 4248/92

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 **Moleleki David Seikali**, 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, 22 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 3814, situated in the Township of Zamdela, District of Parys, measuring 378 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL14587/1990, being 3814 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, one and a half bathrooms/w.c. and two bedrooms.

Terms; 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 9th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z55485/FCLS/Mr Brewer/djl.)

Case 2913/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mabitsela Piet Maloka**, First Defendant, and **Mantombi Maria Maloka**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3793, Zamdela Township, District of Parys, measuring 487 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL3364/1989, being 3793 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72925/FCLS/Mr Brewer/djl.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Panki Samuel Moloi**, First Defendant, and **Moduduetsa Martha Moloi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 22 July 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3909, Zamdela Township, District of Parys, measuring 446 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL460/1989, being 3909 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 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 10th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72919/FCLS/Mr Brewer/djl.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN DRIE PRAG AANGRENSENDE PLASIES EN 'N ALFA LAVAL PASTEURISEERMASJIE – DISTRIK BOKSBURG

In opdrag van die voorlopige Kurator in die insolvente boedel **L. J. D.** en **J. M. Loubscher**, Meestersverw. No. T4939/93, verkoop ons die ondervermelde eiendomme per publieke veiling ter plaatse en sonder boorbehoud aan die hoogste bieder op Dinsdag, 28 Junie 1994 om 11:00:

Plek van veiling: Die plaas Vlakplaats, distrik Boksburg.

Ligging: Vanaf Pretoria op die N3 na Durban, neem Albertyn/Leondale afrit en draai links. Ry tot T-aansluiting en draai regs op R103 tot en met Heidelberg/Vosloorust/Boksburg kruising. Reguit oor stopstraat vir drie komma agt kilometer (3,8 km), draai regs by Waterland Dairy bord vir 500 m, plaas op linkerkant (sien rigtingwysers).

Beskrywing van eiendomme: Resterende gedeelte van Gedeelte 99, Gedeeltes 100 en 101 van die plaas Vlakplaats 138, distrik Boksburg, Registrasieafdeling IR, Transvaal.

Groot: 3,8255 ha, 9,3863 ha en 1,9034 ha dit is 15,11 ha.

Verbeterings:

Hoofwoning: Hierdie staan sinkdakwoning bestaan uit vier slaapkamers, drie badkamers, sitkamer, eetkamer, TV-kamer, kombuis, aparte opwasarea, spens, onthaalarea, diefwering, veiligheidshekke, gevestigde tuin, vier bediendekamers, elektrisiteit omhein en Efkomkrag.

Tweede woning: Bestaan uit twee slaapkamers, kombuis, badkamer, sitkamer en TV-kamer.

Plaas verbeterings: Plaaswinkel, melkkamers, slagkamer met koelkamer, twee sinkstore, drie motorhuise, werkswinkel, boorgat, perdestalle, kantoor, 10 werkerskamers en ± agt ha is onder besproeiings.

Losbate: Alfa Laval Pasteuriseermasjien (1 000 £).

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag.

Afslaerskommissie: Word deur koper betaal met 14% (veertien persent) B.T.W. daarop.

Afslaersnota: Hierdie eiendomme sal slegs gesamentlik aangebied word.

Besigtiging: Skakel mnr. Laubscher by Tel. (011) 901-1606.

Navrae: Skakel Martin Pretorius by Tel. (012) 322-8330/1.

Phil Minnaar BK Afslaers, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

UBIQUE AFSLAERS

In opdrag van die Eksekuteur boedel wyle **N. J. du Preez**, sal ons die bates verkoop te Vyfde Laan 3, Geduld, Springs, op 30 Junie 1994 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

PLUS AFSLAERS**INSOLVENTE BOEDELVEILING**

Behoorlik gemagtig deur Kurator in boedel **J. J. Deetlefs**, Meestersverw. No. T665/94, verkoop ons per openbare veiling op 27 Junie 1994 om 10:00:

Gedeelte 1, Erf 334, Pretoria-Noord, Registrasieafdeling JR, Transvaal.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel ons kantore Tel. (012) 322-8330.

PLUS AFSLAERS**INSOLVENTE BOEDELVEILING**

Behoorlik gemagtig deur Kurator in boedel **J. J. Deetlefs**, Meestersverw. No. T665/94, verkoop ons per openbare veiling op 27 Junie 1994 om 13:00:

Gedeelte 1 (gedeelte van Gedeelte 43) van die plaas Tweedracht, Registrasieafdeling JR, Transvaal.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Plus Afslaers Tel. (011) 475-5133.

LIMVAAL TRUSTEES**PUBLIC AUCTIONS, SALES AND TENDERS—SWANEPOEL & PARTNERS: NELSPRUIT**

Duly instructed by the Liquidator, in the matter of Oranje Tabak BK, in liquidation, Master's Ref. No. T720/94, we will sell the following:

Fixed property and movables.

Auction to be held at: The farm known as Umgenyana 102, Registration Division JU, Transvaal.

Date and time of auction: Friday, 24 June 1994 at 11:00.

Auctioneers: Swanepoel & Partners, Prorom Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. [Tel. (01311) 5-2401.] (Ref. Daan Viljoen.)

Advertiser and address: Limvaal Trustees, P.O. Box 95002, Waterkloof, 0145.

Date: 14 June 1994.

Ref.: V. A. van Diggelen/lvd.

BID-A-BID AUCTIONEERS**SALE BY AUCTION—COMPANY IN LIQUIDATION**

Instructed by the Liquidator of **Cyril Thambi Investments (Pty) Ltd**, in liquidation, Master's Ref. No. T3304/91, we will sell Flat 7, La Mercy Village, at 206 South Beach Road, on Monday 4 July 1994 at 10:00:

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-a-Bid CC, P.O. Box 129, Fikenhof, 1872. [Tel. (011) 948-8052/3.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Nigel op 15 Julie 1994 om 10:00 voor die Landdroskantoor te Nigel die ondergemelde eiendomme by publieke veiling verkoop:—

(1) **RESTERENDE GEDEELTE VAN GEDEELTE 32** van die plaas **NOOITGEDACHT 294**, Registrasie Afdeling I.R., Transvaal;

GROOT: 172,3054 hektaar

Eiendom (1) Blykens Akte van Transport T36190/1983

(2) **GEDEELTE 33** ('n Gedeelte van Gedeelte 32) van die plaas **NOOITGEDACHT 294**, Registrasie Afdeling I.R., Transvaal;

GROOT: 189,4362 hektaar

Eiendom (2) Blykens Akte van Transport T36191/1983

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.)

in die naam van **CHRISTOFFEL ROETS**

Ligging van hierdie eiendom:—

3 km noordwes van Devon

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, melkportaal, 3 staalkonstruksie afdakke, hoenderhokke, pakkamer, voerstoor, strykkamer, werkswinkel en afdak. Veekerend omhein en verdeel in kampe. 2 Boorgate, tenk, opgaardam en grondnam.

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 rentensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendom aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste 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 ABAI 02368 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.] 15 Junie 1994.

VAN'S AFSLAERS

VEILING ERF

In opdrag van die Kurator van die insolvente boedel **A. F. J. Fourie**, T1055/94, verkoops Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Dinsdag, 29 Junie 1994 om 11:00, te Woonstel 3.4, Penryn Place, Scheidingstraat 265, Pretoria:

Beskrywing: Eenheid 11, Skema 73SS, Penryn Place, Pretoria.

Groot: 62 m².

Verbeterings: Twee slaap-, sit-/eet- en badkamers, kombuis en parkering.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Kurator/Likwidateurs van insolvente boedels **F. J. Theron**, T866/94, **D. G. Hopkins**, T4768/93, **Explomark Mining (Pty) Ltd**, T518/94, **Hawk Fleet Maintenance BK**, T124/94, en **Spanbou Boukontraakteurs BK**, T2985/93, verkoop Van's Afslaers ondervermelde boedelbates per openbare veiling, sonder reserwe op Donderdag, 30 Junie 1994 om 10:00, Booyesenstraat 521, Gezina, Pretoria:

Beskrywing: Kantoor- en huishoudelike meubels en toerusting; mikrogolfoond; rekenaar; werkswinkeltoerusting, lugkrag gereedskap, tagometer, tyd klok, domkrag, kraan, ens.

Betaling: Kontant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

PROPERTY MART SALES

Duly instructed by the Liquidators of **Maurice Properties CC**, in liquidation, Master's Ref. T1486/934, we shall sell:

Being Erven 191 and 192, each 248 square metres in extent, City and Suburban, IR, Johannesburg, zoned Industrial 1.

This is a neat ground plus three storey property. The ground floor of some 300 square metres, together with the basement which can accommodate 18 cars Tande Fashion is occupied by a tenant paying R4 800 per month. The upper three open floors totalling + 1 100 square metres stand vacant.

Viewing: Any time.

Sale takes place on the spot on 7 July 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of conformation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Ginsberg House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours Tel. (011) 462-3731.] A. W. Hartard.

PWV AFSLAERS BK

(Reg. No. CK88/07967/23)

ONGERESERVEERDE OPENBARE VEILING VAN RUIM DUBBELVERDIEPINGWOONHUIS TE DEERNESS, PRETORIA

In opdrag van die Kurator in die insolvente boedel van **Hendrik Lodewyk Struwig**, Meestersverw. T719/94, verkoop ons die volgende:

Sekere Erf 87, Deerness, beter bekend as 18de Laan 245, Deerness, Pretoria, groot 1 056 vierkante meter, met die volgende verbeterings daarop.

1. Woonhuis bestaande uit:

Grondverdieping: Sit- en eetkamer, familiekamer, ingangsportaal, goed toegeruste kombuis en volledige badkamer met aparte toilet. Woonstel (aangrensend aan huis) met groot sit-, slaapkamer en volledige badkamer.

Eerste verdieping: Drie slaapkamers en badkamer.

2. Buitegeboue bestaande uit: Swembad, dubbelmotorhuis en braaigeriewe.

Datum: Donderdag, 30 Junie 1994.

Tyd: 10:00.

Plek: Op die perseel naamlik 18de Laan 245, Deerness.

Terme: 10% (tien persent) deposito plus 2% (twee persent) kommissie + 14% (veertien persent) BTW op kommissie.

Skakel gerus vir meer inligting.

Reg van toegang voorbehou.

Naam en adres van adverteerder: PWV Afslaers BK, Posbus 6200, Pretoria.

Telefoon No.: (012) 21-5780.

PWV AFSLAERS**INSOLVENTE BOEDELVEILING—WOONHUIS TE BRAKPAN**

Namens die Kurator van insolvente boedel **John James Dale**, T73/94, verkoop ons Erf 14, Denneoord-uitbreiding 1, Brakpan, beter bekend as Dennelaan 44, Denneoord, Brakpan, op 27 Junie 1994 om 10:00:

Groot: 2 839 vierkante meter.

Verbeterings: Woonhuis bestaande uit vyf slaapkamers (met ingeboude kaste), twee badkamers, twee sitkamers, twee TV-kamers, onthaal area, swembad, stoorkamers, bediendekamer en toilet. Afdakke vir ses motors. Erf is ommuur.

Navrae: Mnr. Jordaan, vir PWV Afslaers BK, Tel. No. (012) 21-5636.

Naam en adres van adverteerder: PWV Afslaers BK, Posbus 6200, Pretoria.

Telefoon No.: (012) 21-5780.

PWV AFSLAERS**INSOLVENTE BOEDELVEILING—WOONHUIS TE LAUDIUM**

Namens die Kurator van insolvente boedel **Mahomed Faruk Mahomed**, T4091/93, verkoop ons Gedeelte 17 van Erf 1700, Laudium-uitbreiding 1, Pretoria, beter bekend as Brownstraat 552, Laudium, op 29 Junie 1994 om 10:00:

Groot: 402 vierkante meter.

Verbeterings: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met aparte toilet en twee buite-kamers. Erf is omhein.

Navrae: Mnr. Jordaan, vir PWV Afslaers BK, Tel. No. (012) 21-5636.

Naam en adres van adverteerder: PWV Afslaers BK, Posbus 6200, Pretoria.

Telefoon No.: (012) 21-5780.

PARK VILLAGE AUCTIONS

Duly instructed by the Trustee in the insolvent estate **A. S. de Abreu**, Master's Ref. No. T314/94, we will sell by public auction, on site at 70 Forest Street, 5 Central West, District of Vanderbijlpark (Vaal Triangle), Transvaal, on Wednesday, 29 June 1994 at 10:30, a three-bedroomed home.

Date: Friday, 24 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 **E. R. Baillie**, Master's Ref. No. T1321/94, we will sell by public auction, on site at 28 Lindhout Street, Noordheuwel Extension 4, District of Krugersdorp, Transvaal, on Wednesday, 29 June 1994 at 10:30, a four-bedroomed home.

Date: Friday, 24 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 Liquidator of the estate **Kevan Thompson Inprint CC**, in liquidation, Master's Ref. No. T4982/93, we will sell by public auction, on site at 93 North Street, Ferndale, District of Randburg, Transvaal, on Thursday, 30 June 1994 at 10:30, a three-bedroomed home.

Date: Friday, 24 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 Liquidator in the matter **Portion 4, Holding 5, Zonnehoeve CC**, in liquidation, Master's Ref. No. T789/94, we will sell by public auction, on site at Portion 4, Holding 5, Zonnehoeve, District of Roodepoort, Transvaal, on Monday, 27 June 1994, commencing at 10:30, a three-bedroomed home.

Date: Friday, 24 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 **S. M. Leuvennink**, Master's Ref. No. T3535/93, we will sell by public auction, on site at 126 Silverpine Avenue, Malanshof Extension 4, District of Randburg, Transvaal, on Tuesday, 28 June 1994, commencing at 10:30, a four-bedroomed home.

Date: Friday, 24 June 1994.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

OPENBARE VEILING VAN VERSKEIE BOEDEL—VOERTUIG, MEUBELS, INLOOP YSKAS, RESTAURANT MEUBELS, VLEUELKLAVIER, HORLOSIES, VUURWAPEN, TYDDEEL EN NOG VELE MEER

In opdrag van die onderskeie Kurators, Eksekuteurs en Likwidateurs verkoop ons ondergenoemde boedels se losbates per openbare veiling op Woensdag, 6 Julie 1994 om 10:00, te Skinnerstraat 405 (ons perseel), Sunnyside, Pretoria:

Insolvente boedel **F. S. Nel**, T676/94. Inloop-yskas, twee vertoon yskaste, vrieskas, houtkas, ens.

Executive Office Systems, in likwidatie, T4487/93. Rekenaartoebehore, sleutelborde, IBM linte, ens.

Boedel **V. A. Hanekom**, 5432/94. Kostuum juweliersware, spieëlkas, enkelbed met matras en kopstuk, skilderye, ens.

Insolvente boedel **E. Greyling**, T3190/93. Chappel & Company Boudor Grand vleuelklavier.

Insolvente boedel **F. S. van der Watt**, T3788/93. Sitkamerstel.

Insolvente boedel **J. P. le Roux**, T576/94. Restaurantstoele/-tafels en -tafel-doeke.

Boedel **P. R. du Plooy**, 764/94. Muureenheid, Blaupunkt musieksentrum, dubbelbed slaapkamerstel, twee enkelbeddens, tuingereedskap, ens.

Insolvente boedel **J. J. G. en T. Kruger**, T3290/93. Sitkamerstel, muureenheid en TV.

Insolvente boedel **J. G. Visagie**, T899/94. 1984 Volkswagen Passat GLS Sedan motor.

Andere: Stoele, muureenheid, fiets, tafeltjies, sambreel, luidsprekers, stofsuier, bank, wasmasjien, speelgoed, fotostaatmasjien, horlosies, en nog vele meer.

Voertuie: 1981 V/W dubbelkajuitbakkie.

Vuurwapen: 30,06 Remington Model 700 jaggeweer/Leupold teleskoop.

Tyddeel: Eenheid 502, Week 21, ses persone, see uitsig, Cabana Beach Hotel.

Terme: Streng kontant of bankgewaarborgde tjeks. Geen uitsondering sal gemaak word nie.

Besigtiging: Dag voor veiling.

Navrae: Skakel vir Martin. [Tel. (012) 322-8330/1.

Reg word voorbehou om items by te voeg of weg te laat.

Phil Minnaar BK Afslaaers, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION—BRASS DOUBLE BED, DRAINMASTER, E.C.G. MACHINE, MODERN GOLD AND DIAMOND JEWELLERY, FIRE ARMS, TRUCKS, L.D.V.'S, UNISEX WATCHES AND REEBOK TENNIS SHOES

Duly instructed by the Trustees in the following insolvent estates **J. D. and M. M. Wright**, Master's Ref. No. T1048/93, **A. J. van Standen**, Master's Ref. No. T3367/93, **J. W. Steyn**, Master's Ref. No. T2967/93, and **W. J. Morris**, Master's Ref. No. T212/93, we will sell on Friday, 24 June 1994 at 10:00, at our Mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria:

Fire arms: Shotgun, 9 mm pistol, 303, mosberg 410 and 38 special.

Trucks: 1983 Isuzu four by four, 2.2 diesel L.D.V., 1983 Isuzu 2.2, diesel L.D.V., 5 ton Isuzu SBR-ADE 352 motor with dropside body.

Terms: R200 registration fee (refundable) cash or bank-guaranteed cheques only. Except for V.I.P. card holders.

For further info contact Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION—OFFICE FURNITURE

Duly instructed by the Trustee in the insolvent estate **Teichert and Kruger**, Master's Ref. No. T169/94, we will sell on Friday, 24 June 1994 at 10:00, at our Mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria.

Desk: filing cabinets, etc.

For further info Tel. (012) 325-7250.

HENDRIKS AFSLAERS

(Reg. No. CK90/10765/23)

KENNISGEWING VAN OPENBARE VEILING

In opdrag van die Kurator van insolvente boedel van **Jacobus Johannes Mans**, Meestersverw. No. T4269/91, word hierna genoemde onroerende eiendom, per openbare veiling aangebied vir verkoping:

Plek van veiling: Swartstraat 27, Ottosdal (voor kantoor van Foster en Cronje prokureurs).

Datum van veiling: 30 Junie 1994.

Tyd: 11:00.

Onroerende eiendom: Resterende Gedeelte van Gedeelte "F" van gedeelte van die plaas Lakensvalei 310, Registrasieafdeling IP, Transvaal.

Groot: 42,2929 (twee-en-veertig komma twee nege twee nege) hektaar.

Beskrywing van die eiendom: Goeie weiding grond.

Afslaaersnota: Plaas ongeveer ses kilometer buite Ottosdal.

Verkoopvoorwaardes: 'n Deposito van 20% (twintig persent) van die koopsom is betaalbaar direk aan afslaaers op datum van die veiling by bekragtiging van die verkoop. Saldo koopprys is betaalbaar op datum van registrasie van eiendom in koper se naam. Balans van die koopsom moet verseker word deur aanvaarbare bankwaarborg binne 30 (dertig) dae vanaf datum van veiling aan verkoper se transportbesorgers.

Rente is betaalbaar op die saldo koopprys vanaf datum van besit en okkupasie tot datum van registrasie van transport teen 'n koers van 15% (vyftien persent) en moet ingelyke per bankwaarborg verseker word.

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bathurst op 15 Julie 1994 om 10:00 voor die Landdroskantoor te Port Alfred die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die PLAAS nr. 29, in die Afdeling van Bathurst

GROOT 36,6346 hektaar

(2) Restant van die PLAAS nr. 30, in die Afdeling van Bathurst

GROOT 69,0757 hektaar

(3) Die plaas GLENHOLME nr. 23, in die Afdeling van Bathurst

GROOT 363,2664 hektaar

(4) Die plaas GLENCAIRN nr. 22, in die Afdeling van Bathurst

GROOT 402,7278 hektaar

Eiendomme (1) tot (4) Blykens Akte van Transport T37438/1976

in die naam van **PIETER WYNAND JACOBUS VORSTER**

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

32 km suidoos van Grahamstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4) Woonhuis, motorhuis, melkstal, voerkamer, massatenkkoelkamer en beesdip. Veakerend omhein en verdeel in kampe. 4 Boorgate, Kaprivier.

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 huurkooppooreenkoms 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, kooppooreenkomste 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 DEAD 01545 01G 05G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.] 15 Junie 1994.

NATAL

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the Trustee of the insolvent estate late **G. W. C. Vetter**, Master's Ref. No. 8060/92, auction sale to be held in our Durban Sale-room, corner of Brickhill and Ordnance Roads, on Thursday, 7 July 1994 at 10:00:

Two-bedroomed esplanade flat—half share only, being 901 Haven Court, Fenton Road, Durban.

A 20% (twenty per cent) guaranteed deposit is payable on the fall of the hammer.

Auctioneer's commission at 6% (six per cent) VAT is payable by the purchaser.

Conditions of sale available, Tel. (031) 701-3251.

ORANJE-VRYSTAAT ORANGE FREE STATE

BOLAND BANK VEILINGS

LIKWIDASIE VEILING VAN TROKKE, KONSTRUKSIE MASJINERIE, TOERUSTING, ENS., TE BLOEMFONTEIN

Neem Kerkstraat vanaf Bloemfontein vir ± 15 km na Aliwal-Noord (N6), plot op links (kyk uit vir ons veiling-aanwysers), op Donderdag, 30 Junie 1994 om 11:00:

Behoorlik daartoe gemagtig deur die Likwidateur van **Morad Konstruksie BK**, in likwidasie, Meestersverw. No. B1/94, en **Ander**, word ondergenoemde per openbare veiling verkoop, naamlik, trokke, masjinerie, toerusting, ens.

Bedford vier by vier watertrok, twee Toyota DA110, Leyland Mammoth Major en MAN 14.192 wipbakke, Magurius 150D14 platbak, Leyland Eland 1412 en M.Benz 2624 perd, Winget en Sambron stortwaens, drie Galion (T500, T600, 160c) en drie Wabco 555 padskrapers, Henley vier ton en Climax 5 ton vrkhyers ("Shawloader"), Gardner Denver en Ingersoll Rand kompressors (250CFM), Case en Euclid sleeptrekkers vier by vier, ABG en Aveling Barford rollers (sleeptipe), Bomag 35, Builma 330 liter en Vulcan 21/14 betonmengers, Kato HD-1220 slootgrawer, CAT 977L laaigraaf met korsbreker (Rusper) Case 580G vier by vier TLB, Hancock 292 7 m³ en Michagan 11HT 11 m³ Selflaai damskrop, Jesson Super Static steenmasjien met palette, enkel-as tip sleepwa, Lowbed met kraan, Gypsey karavaan, Tex faks en Olivetti tikmasjien, staal kabinet, twee hout lessenare, twee stoele en skrootyser.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjek met dag van die veiling.

Besigtiging: Op Woensdag, 29 Junie 1994 vanaf 09:00 tot 15:00.

Navrae: Petrie Theron Tel. (051) 30-3835, Adriaan v.d. Heever Tel. (012) 804-2112.

Afslaer: Koos van Rensburg. [Tel. (012) 804-2112.]

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



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IS YOUR SITE REGISTERED?

Departement van Omgewingsake




Department of Environment Affairs

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

water is for everybody

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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Please acquaint yourself thoroughly with the

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