REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 350 PRETORIA, 5 AUGUSTUS / AUGUST 1994 No. 15894

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

GEREGTELIKE EN ANDER OPENBARE VERKOPE

SALES IN EXECUTION AND OTHER PUBLIC SALES

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

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

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS 1994
GOEWERMENTSKENNISGEWINGS

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 1994
GOVERNMENT NOTICES

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

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

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

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

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

TRANSVAAL

Saak 140/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKGALE GEHOU TE NAMAKGALE

In die saak tussen **In Mora Factors (Pty) Ltd,** Eiser, en **M. V. Mashego,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 1 Februarie 1994 en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroskantore te Namakgale deur die Balju van Namakgale op 30 Augustus 1994 om 15:00, sonder reserwe, aan die hoogste bieder:

1007 Unit D Namakgale.

Verbeterings (Die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Woonhuis.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien persent) van die koopprys of R2 500 (tweeduisend vyfhonderd rand), wat ookal die meeste is, onmiddellik na die verkoping aan die Balju in kontant betaal en vir die balans en rente moet die koper binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat vir insae lê by die kantoor van die Balju wat onmiddellik voor die verkoping uitgelees word.

Geteken te Pietersburg op hede die 5de dag van Julie 1994.

P. J. Luyt, vir Pratt Luyt & De Lange, Prokureur vir die Eiser, Legnum Park, Markstraat 20, Pietersburg. (Verw. P. J. Luyt/SP/PC6153.)

Saak 3816/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Dina Powell** (nou Coleske), Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op Vrydag, 19 Augustus 1994 om 10:00:

Erf Resterende Gedeelte van Erf 27, Vereeniging-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T22021/84, bekend as De Villierslaan 31, Vereeniging.

Verbeterings: Enkelverdiepingwoonhuis met drie slaapkamers, sinkdak en geen motorhuis en beton omheining. 'n Tweeslaapkamerwoonstel (eiendom is geplunder).

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

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

Geteken te Vereeniging op hierdie 6de dag van Julie 1994.

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

Case 6824/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Laubscher, Lukas Cornelius,** 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 Magistrate's Court, Nigel, at Kerk Street, Nigel, on 26 August 1994 at 09:00, 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, Nigel, prior to the sale:

Certain Erf 515, Sharon Park Extension 1 Township, situated at 10 Bresler Street, Sharon Park, Nigel, measuring 1 120 (one thousand one hundred and twenty) square metres.

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

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

Dated at Johannesburg on the 8th day of July 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00149 (UB149).]

Saak 10294/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Parsons, Daniel Phillips,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Vierde Verdieping, Standardkamers, Presidentstraat, Germiston, op 25 Augustus 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 827, Marais Steyn Park-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Elmstraat 6, Marais Steyn Park, Germiston, groot 600 m^2 (ses nul nul) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers/toilette, aparte toilet, kombuis en patio. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 14de dag van Julie 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Alberstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8215E.)

Case 25940/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Eppel Cynthia Dolores,** 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 1 February 1994, will be sold in execution on Thursday, 25 August 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 123, Glenhazel Township, Registration Division IR, Transvaal, in extent 2 037 (two thousand and thirty seven) square metres, situated at 20 Northfields Avenue, Glenhazel, 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: Tiles. Rooms: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers, two toilets. Other: Entrance hall, family room. Outbuildings: Double garage, two servants', two stores, toilet and bathroom and laundry. Boundary: Concrete walls. Improvements: Swimming-pool, electric gate, paving and walls.

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 8th day of July 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr Steyn/811.)

Case 609/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Liebenberg: Johannes Nicolas,** First Defendant, and **Liebenberg: Maria Aletta,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Springs, at 56 12th Street, Springs, on 26 August 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 537, Strubenvale Township, Registration Division IR, Transvaal, being 15 Marksingel Street, Strubenvale, Springs, measuring 1 348 (one thousand three hundred and fourty-eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 14th day of July 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0105 (AU105).]

Saak 8964/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Renchia Aletta Vermaak,** Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 16 Junie 1994, word die volgende eiendom deur die Balju op 19 Augustus 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, tot die hoogste aanbod:

Sekere Hoewe 15, geleë te Heatherdale-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0215 hektaar, geleë Plot 15, Eerste Laan, Heaterdale-landbouhoewes.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe en reëls daaronder geproklameer en van die bepalings van die titelaktes, in sover dit van toepassing mag wees.

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

Beskrywing van eiendom: Plot: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, twee toilette, stort, opwas, aantrekkamer en TV-/familiekamer.

Buitegeboue: Vier motorhuise.

Ander: Agterplaas, agter patio en stoep en sekuriteitsheining.

3. *Betaling:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop, vanaf datum van verkoping tot registrasie van oordrag, sal binne 14 dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju, te Gedeelte 83, De Onderstepoort, Bon Accord, ou Warmbadpad.

Gedateer te Pretoria.

Shapiro & De Meyer Inc., Derde Verdieping, Shapirogebou, Bureaulaan, Pretoria. (Verw. T. Kartoudes/MB/N806.)

Saak 3932/91

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

In die saak tussen **Kallglove BK,** Eiser, en **P. J. Els,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 18 Julie 1991, en 'n lasbrief vir eksekusie word die volgende onroerende eiendom in eksekusie verkoop op 9 September 1994 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord:

The Orchards-uitbreiding 10, Erf 0000615, Registrasieafdeling JR, Transvaal, Diagram T17167/985, grootte 1 654 vierkanter meter, uitklaring Akasia TPS, fisiese adres Scottstraat 23, The Orchards-uitbreiding 10.

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

Reserweprys: Daar sal geen reserweprys wees nie.

Verbeterings:

AANHANGSEL A

Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Gepleister/geverf.

2. *Dak:* Grasstaandak.

3. *Woning bestaan uit:* Drie slaapkamers, sitkamer, kombuis, twee badkamers/toilet, stort, eetkamer/studeerkamer, TV-/gesinskamer, opwaskamer en spens.

4. *Vloerbedekking:* Slaapkamers—mat; sitkamer—teëls; kombuis—teëls; badkamer—teëls; eet-/studeerkamer—teëls; TV-/gesinskamer—mat; en opwaskamer—teëls.

5. *Buitegeboue:* toilet, dubbelmotorhuis en stoorkamer.

6. Is daar 'n swembad? Ja.

7. Is daar 'n boorgat? Nee.

8. Waarmee is eiendom omhein? 100% beton.

Verbeterings word gegee maar nie gewaarborg nie.

Die eiendom staan ook bekend as Scottstraat 23, The Orchards-uitbreiding 10.

Terme en voorwaardes:

Terme: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord hierdie 13de dag van Julie 1994.

Zan Uys, vir Smuts Uys & Van der Schyff, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Pretoria-Noord. (Verw. mnr. Uys D00055/LA.)

Case 9029/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

Pursuant to a judgment of the above Court and a warrant of attachment dated 3 August 1993, the undermentioned property will be sold in execution on Thursday, 25 August 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

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

At the time of the preparation of this notice, the following improvements were situated on the property (although in this respect nothing is guaranteed): A house comprising two bedrooms, bathroom, kitchen, lounge/dining-room, garage, storeroom and outside toilet.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of Pretoria North West, at Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 19th day of July 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X263.)

Case 10098/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mhlaba Epson Shilubani,** Defendant

A sale in execution of the undermentioned property is to be held at the Stores of the Sheriff of the Supreme Court, Industrial Sites, Thulamahashe, on 6 September 1994 at 15:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 43 Potgieter Street, Phalaborwa.

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

Property: Ownership Unit B560 in the Township of Thulamahashe, District Mhala, measuring 640 square metres, held by virtue of Deed of Grant 471/92.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1305.)

Saak 2102/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Moferefere Alfred Mofokeng,** Eerste Verweerder, en **Motshabi Elizabeth Cathrine Mofokeng,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die Huurpag ten opsigte van: Perseel 24, geleë in die dorpsgebied van Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL68753/88.

Grootte: 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 18de dag van Julie 1994.

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

Saak 2187/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Tshepo Matsemela,** Eerste Verweerder, en **Dimakatso Rahab Reginah Matsemela,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die Huurpag ten opsigte van: Perseel 518, geleë in die dorpsgebied van Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL89793/93.

Grootte: 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 18de dag van Julie 1994.

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

Saak 2103/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Ramoneloa Jafta Matlokotsi,** Eerste Verweerder, en **Nomaqala Lettia Matlokotsi,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 602, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL60145/89, grootte 359 (driehonderd nege-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 18de dag van Julie 1994.

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

Saak 2186/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Ivy Nonkonjane Myataza,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 613, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL88415/92, grootte 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 18de dag van Julie 1994.

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

Saak 268/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **A. H. Saayman,** Eerste Verweerder, en **A. S. Saayman** Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 20 Mei 1994, sal die ondervermelde eiendom op 25 Augustus 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Erf 303, Rothdene, Anglerstraat 66, Registrasieafdeling IQ, Transvaal, groot 967 (nege ses sewe) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe 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 ook al die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouvereniging-waarborg.

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 12de dag van Julie 1994.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Saak 1681/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **M. G. Preece,** Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 26 Mei 1994, sal die ondervermelde eiendom op 25 Augustus 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 2, Erf 28, Riversdale, Tugelastraat 59, Registrasieafdeling IR, Transvaal, groot 7 391 (sewe drie nege een) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe 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 ook al die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouvereniging-waarborg.

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 14de dag van Julie 1994.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Saak 19958/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **M. J. Marakalala,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju vir die Hooggeregshof, Progressweg 182, Roodepoort, Technikon, Roodepoort, op 26 Augustus 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof, Progressweg 182, Roodepoort, voor die verkoping ter insae sal lê:

Erf 764, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 577 (vyfhonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL45851/1992 ook bekend as Cosmosstraat 764, Dobsonville Gardens.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Die eiendom is onverbeterd.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank of bougenootskap of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R50 (vyftig rand).

Gedateer te Johannesburg die 18de dag van Julie 1994.

Roode Van der Merwe Du Toit Ing., Eiser se Prokureurs, Posbus 1709, Johannesburg, 2000. (Tel. 336-0923.) (Verw. P. C. J. Engelbrecht/mv.)

Saak 30287/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mduli, Mshengu Brain,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Leeupoortstraat 182, Boksburg, op 26 Augustus 1994 om 11:15, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Boksburg voor die verkoping ter insae sal lê:

Sekere: Erf 1468, Vosloorus-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 340 (driehonderd-en-veertig) vierkante meter.

Verbeterings (nie gewaarborg nie): Drie slaapkamers, eetkamer, sitkamer, badkamer, kombuis en motorhuis.

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

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

Gedateer te Johannesburg op die 14de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z09948.)

Saak 6323/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Soko, Herold,** en **Soko, Ntombizodwa Emily,** Verweerders

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Kempstonlaan 49, Benoni, op 1 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni voor die verkoping ter insae sal lê:

Sekere: Erf 2012, Etwatwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (tweehondred drie-en-vyftig) vierkante meter.

Verbeterings (nie gewaarborg nie): Woonhuis is gesloop tot en met fondasie.

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

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

Gedateer te Johannesburg op die 18de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z12310.)

Saak 6322/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mofoka, Rebecca Lolly,** Eerste Verweerder, en **Mofoka, Pakiso Johannes,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 49, Benoni, op 1 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni voor die verkoping ter insae sal lê:

Sekere: Erf 2469, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit gekombineerde sit-/eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op die 14de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12304.)

Saak 32313/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Gamede: Moses Sphiwe,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Kempstonlaan 49, Benoni, op 16 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Benoni, voor die verkoping ter insae sal lê:

Sekere Erf 3239, Wattville-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 510 (vyfhonderd-en-tien) vierkante meter.

Verbeterings (nie gewaarborg nie): Drie slaapkamers, sit/eetkamer, badkamer/toilet en kombuis.

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

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

Gedateer te Johannesburg op die 13de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/DB/Z10425.)

Saak 6175/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Beauty Suster Fagan,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Kempstonlaan 49, Benoni, op 1 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Benoni, voor die verkoping ter insae sal lê:

Sekere Erf 3394, Wattville-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 298 (tweehonderd agt-en-negentig) vierkante meter.

Verbeterings (nie gewaarborg nie): Drie slaapkamers, sit/eetkamer, badkamer/toilet en kombuis.

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

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

Gedateer te Johannesburg op die 19de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z12308.)

Saak 9459/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Snyman: Cornelius Andries,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Klanurnhof, Ockersestraat 22B, Krugersdorp, op 7 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Krugersdorp, voor die verkoping ter insae sal lê:

Sekere Erf 222, Quellerie Park-dorpsgebied, Krugersdorp, Registrasieafdeling IQ, Transvaal, groot 812 (agt een twee) vierkante meter.

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

Woonhuis met sinkdak, staalvensters en baksteenmure bestaande uit: Sitkamer, eetkamer, kombuis, gang, drie slaapkamers en badkamer.

Buitegeboue bestaande uit: Bediendekamer en toilet.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengste van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand) en 'n minimum heffing van R100 (eenhonderd rand).

Gedateer te Johannesburg op hierdie die 14de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M12544.)

Saak 32315/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Katise: Thethani Simon,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Leeupoortstraat 182, Boksburg, op 26 Augustus 1994 om 11:15, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 620, Vosloorus-uitbreiding 7-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, sitkamer, kombuis en badkamer met aparte toilet.

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

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

Gedateer te Johannesburg op die 14de dag van Julie 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (tel. 331-9128.) (Verw. M. Postma/DB/Z10423.)

Saak 2909/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Nasionale Bouvereniging,** Eiser, en **Kgotso Patric Tau,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Balju, kantore te Klaburnhof, Ockersestraat 22B, Krugersdorp, op 24 Augustus 1994 om 10:00, van die ondergemelde eiendom van die Verweerder en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Erf 13538, Kagiso-uitbreiding 8, Krugersdorp, groot 435 (vierhonderd vyf-en-dertig) vierkante meter.

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

Verbeterings: Sitkamer, badkamer, drie slaapkamers, gang en kombuis.

Terme: 14% (viertien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Indien die Balju as afslaer opgetree het, 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200.

Gedateer te Krugersdorp op hede die 14de dag van Julie 1994.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B12164/CS0194.)

Saak 7134/93

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

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Russouw, J. N.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 10 Januarie 1994, sal die onderstaande eiendom op 19 Augustus 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 45/R, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Veldkornet Roosstraat 500, Wolmer.

Gesoneer vir verdeelbaar, woonhuis en buitegeboue.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

Die belangrikste voorwaardes daarin vervat is die volgende:

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

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

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

Saak 17299/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Farrell Carmieth Elizabeth,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Mei 1993, en 'n lasbrief vir eksekusie word die volgende eiendom van die Verweerder in eksekusie verkoop op 26 Augustus 1994 om 10:00, by die kantore van die Balju te Roodepoort te Progressweg 182, Technikon, distrik Roodepoort, aan die hoogste bieder:

Erf 751, Constantia Kloof-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Jim Foucheweg 4, Constantia Kloof, Roodepoort, groot 2 361 (twee drie ses een) vierkante meter, gehou kragtens Akte van Transport T7621/90.

Sonering: Woonhuis.

Die reserweprys is geen, onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die woonhuis bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, vyf slaapkamers, kombuis, opwaskamer en bediendekamer.

Woonstel: Twee slaapkamers en badkamer.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 27ste dag van Junie 1994.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Faks. (011) 331-9700.] (Verw. mnr. Du Randt/tvr/F35.)

Saak 70/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Richard Sykes** en **Maria Johanna Sykes,** Eisers, en **Eama Contractors and Properties BK,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 7 Maart 1994, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank, op Vrydag, 19 Augustus 1994 om 10:00:

Erf 471, Clewer, Witbank, gehou onder Titelakte T8461/1991.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Geregsbode, Witbank, en by die Eiser se Prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 29ste dag van Junie 1994.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat; Privaat Sak X7286, Witbank, 1035. (Verw. I. W. van den Heever/mf/S.366/5692-53481.)

Saak 10817/90
PH27 B20

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Thavasoomoothoo Padayachy,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 25 Augustus 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 547, Lenasia-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Nirvanalaan 118, Lenasia-uitbreiding 1, grootte 612 m^2 (ses een twee) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, kombuis, drie slaapkamers, speelkamer, twee badkamers/toilet (dubbelverdieping huis).

Buitegeboue: Dubbelmotorhuis, bediendekamer en toilet.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die dag van Maart 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8082E.)

Case 10681/91

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

In the matter between **Natal Building Society Limited,** Plaintiff, and **Yacoob Dawood Shaik,** First Defendant, and **Mooniroonisa Shaik,** Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 28 July 1992, and a warrant of execution, the undermentioned property will be sold in execution on 19 August 1994 at 15:00 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 633, Bakerton Extension 4 Township, Registration Division IR, Transvaal, known as 633 Nepal Close, Bakerton Extension 4, measuring 922 (nine hundred and twenty-two) square metres, held under Deed of Transfer T28388/1987.

Improvements: Brick building under tiled roof, consisting of three bedrooms, 1½ bathroom, shower, two toilets, kitchen, lounge, dining-room and usual outbuildings.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Courts fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs on this the 27th day of June 1994.

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. (011) 812-2400.]

Saak 1468/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS Bank Beperk** (87/01384/06), Eksekusieskuldeiser, en **Phumalanga Investments (Pty) Ltd,** Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 29 Desember 1993, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Nelspruit, op 19 Augustus 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Plot 10, Phumalanga-landbouhoewes, Registrasieafdeling JT, Transvaal, groot 1,6992 (een komma ses nege nege twee) hektaar, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T57912/87.

Die volgende verbeterings is op die eiendom, synde: Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër 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 teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) 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 op hede hierdie dag van Junie 1994.

P. L. du Toit, vir Du Toit-Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/AN/NBS7(N63/92).]

Case 1393/94

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

In the matter between **Natal Building Society Limited,** Plaintiff, and **Octavia Nompilo Kith Gila,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 29 April 1994, and a warrant of execution, the undermentioned property will be sold in execution on 10 August 1994 at 11:00 at the Magistrate's Court, Harper Avenue, Benoni, to the highest bidder:

Certain Erf 1471, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, known as 1471 Etwatwa Extension 2, measuring 285 (two hundred and eighty-five) square metres, held under Deed of Transfer T45668/1993.

Improvements: Brick building under tiled roof, consisting of two bedrooms, bathroom, kitchen, lounge and toilet.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Courts fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Benoni.

Dated at Springs on this the 24th day of June 1994.

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. (011) 812-2400.]

Case 4382/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund,** Plaintiff, and **Moses Selete,** 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, Johannesburg West, on 25 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, Johannesburg West, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely 1778 Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, in extent 318 square metres, held by Certificate of Ownership T56432/1992, situated at 1778 Protea Glen Extension 1.

The following improvements are on the property and are reported but nothing is guaranteed: A single storey residence under tiles comprising three (3) bedrooms, lounge, kitchen and bathroom.

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 fourteen (14) days from the date of sale.

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

Signed at Johannesburg on the 6th day of July 1994.

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

Case 9371/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of Bophuthatswana Limited,** Plaintiff, and **Phillip Alfeus Muller,** First Defendant, and **Helena Elizabeth Muller,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 24 August 1994 at 10:00, at 142 Struben Street, Pretoria:

Erf 1041, situated in the Township of Valhalla, Registration Division JR, Transvaal, measuring 2 260 square metres, held by the First and Second Defendants under Deed of Transfer T40610/91, situated at 1 Baldur Street, Valhalla.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of four bedrooms, bathroom with handbasin, bathroom, toilet shower and handbasin, toilet, lounge, dining-room, family room, kitchen. Outbuildings consisting of single garage and flatlet/servants' quarters consisting of bedroom, bathroom, lounge and kitchen. There is also a swimming-pool and pre-cast fencing on all four sides of the property.

Terms: Ten per cent of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Pretoria South.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R358268/as.)

Case 36496/93

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

In the matter between **ABSA Limited,** trading as Trustbank Card, Plaintiff, and **Meiring, Mr Johannes Petrus,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and a writ of execution dated 17 August 1993 the property listed hereunder will be sold in execution on 24 August 1994 at 10:00, at 142 Struben Street, Pretoria:

Erf/Holding 243, Meyerspark, situated at 206 Mansor Street, Meyerspark, extent 1 586 square metres.

Improvements: Lounge, TV/family room, dining-room, four bedrooms, bathroom with separate toilet, kitchen, two garages, servant's room with toilet, swimming-pool and store-room.

Zoning: Residential.

Group area: White.

The material conditions of sale are:

1. The property shall be sold to the purchaser for the amount offered by the purchaser to the Sheriff and accepted by the Sheriff subject to the conditions of section 66 (2) of the Magistrates' Courts Act.

2. Payment of the purchase price shall be made by way of a deposit of 10% (ten per cent) plus the messenger's commission on the date of the sale. The balance plus interest shall be payable or guaranteed by way of a bank or building society or other acceptable guarantee within 14 (fourteen) days after the date of the sale.

3. The purchaser shall be liable for all transfer costs, including transfer duty, municipal taxes, which may include overdue taxes and legal costs, plus the attorneys and messenger's costs connected with the sale.

4. The property is sold voetstoots and no guarantees are given regarding the extent, patent or latent defects, eviction, the correctness of the description of the property, the improvements thereon or the zoning thereof.

5. Should the purchaser fail to comply with any of the conditions of the sale, he shall forfeit his deposit paid in favour of the Execution Creditor without prejudice of any rights of the Execution Creditor to institute a claim for damages against the purchaser. Alternatively, the Execution Creditor may claim specific performance.

6. The conditions of the sale shall lie open for inspection at the Messenger of the Court's Office, 142 Struben Street, Pretoria, from date of this notice.

Dated at Johannesburg this 4th day of July 1994.

J. A. Gillis, for Wessels & Gillis, Execution Creditors Attorneys, Fifth Floor, The Inner Court, 74 Kerk Street, Johannesburg. (Tel. 333-6903.) (Ref. Mr Gillis/ZH/SC4487.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 2 September 1994 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Bpk.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie:

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Baljukantoor, Vanderbijlpark, nagegaan mag word.

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200 onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) in gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 5682/93

Vonnisskuldenaar: **M. Armoed.**

Eiendom: Gedeelte 4 van Erf 82, Evaton Small Farms, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 339 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Gedeelte 4 van Erf 82, Evaton Small Farms, distrik Vanderbijlpark.

Rente op vonnisskuld: 18%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/525.)

Saak 38189/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **Huidige Trustees van die Gerhard Blignaut Trust 2655/92,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 6 Julie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieër op 24 Augustus 1994 om 10:00:

Erf 304, geleë in die dorpsgebied Wingate Park, Registrasieafdeling JR, Transvaal, groot 1 288 (eenduisend tweehonderd agt-en-tagtig) vierkante meter, beter bekend as Rietstraat 793, Wingate Park.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met drie slaapkamers, twee badkamers, stort, ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, TV-kamer, kombuishoekie, opwaseenheid met dubbelmotorhuise, buitegeboue met lapa en swembad.

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

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

Geteken te Pretoria op hierdie 22ste dag van Julie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48044.)

Case 14331/94
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 **Litsoane, Ramohapi Leslie,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2519, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 2519 Protea Glen Extension 2, Soweto, measuring 276 (two hundred and seventy-six) square metres.

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

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

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

Dated at Johannesburg this 21st day of July 1994.

B. W. Webber, for Ramsay, Webber & Co., Plainiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L258.)

Case 5594/94
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 **Van Zyl, Hendrik Jacobus,** 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 26 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 2614, situated in the Township of Witpoortjie Extension 4, Registration Division IQ, Transvaal, being 56 Leerdam Street, Witpoortjie Extension 4, Roodepoort, measuring 962 (nine hundred and sixty-two) square metres.

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

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

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

Dated at Johannesburg this 22nd day of July 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/fp/VA282.)

Case 14753/94
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 **Smit, Fred Andrew,** First Execution Debtor, and **Smit, Gerda,** 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, Germiston, on 1 September 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 947, situated in the Township of Bedfordview Extension 196, Registration Division IR, Transvaal, being 15 Harcus Street, Bedfordview Extension 196, Bedfordview, measuring 1 701 (one thousand seven hundred and one) square metres.

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

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

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

Dated at Johannesburg this 22nd day of July 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/fp/S470.)

Saak 755/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **Edward Zebilon Dube,** Eerste Verweerder, en **Betty Vakashile Dube,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 26 Augustus 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1294 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL2216/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Soshanguve hierdie 14de dag van Julie 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0416.)

Saak 6793/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Arwa Yarns (Edms.) Bpk.,** Eiser, en **E. I. Suliman,** Verweerder

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Rustenburg, op 24 Augustus 1994 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die Balju, Landdroshof, Smutslaan, Rustenburg. Die verkoping vind plaas voor die Landdroskantoor, Van Stadenstraat, Rustenburg:

Sekere erwe: Erwe 1887 en 188, Rustenburg, in die voorstad Zinniaville, Rustenburg, Registrasieafdeling JQ, Transvaal, groot 804 en 703 vierkante meter, ook bekend as Hollyhockstraat 13 en Gousblomstraat 2.

Verbeteringe: Geen verbeteringe in verband hiermee word gegee nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode/afslaer gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 19% (negentien persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Arwa Yarns (Edms.) Bpk., in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op hede die 13de dag van Julie 1994.

Wessels & Le Roux Ingelyf, Tweede Verdieping, Unitedgebou, Steenstraat, Rustenburg, 0300. (Verw. EL/DVDW/NE/D386.)

Saak 11125/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Thaba, Mahlatse Wilson,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 25 Augustus 1994 om 10:00, by die kantore van die Balju, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere: Erf 496, Isiphetweni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 336 (driehonderd ses-en-dertig) vierkante meter, geleë te Erf 496, Isiphetweni, distrik Kempton Park.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met 'n tuin met bome in 'n redelike toestand. Geen buitegeboue is op die perseel nie.

Bestaande uit die volgende: Eet-/sitkamer, kombuis, badkamer, drie slaapkamers en toilet.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof te Kempton Park, Parkstraat 8, of die Eiser se prokureurs, Blakes Ingelyf, te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 18de dag van Julie 1994.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Sesde Verdieping, Santambankgebou, Rissikstraat 81; Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTT006.)

Saak 4156/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Berkland, Noel Ian,** Eerste Eksekusieverweerder, en **Berkland, Linda Jane,** Tweede Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 25 Augustus 1994 om 10:00, by die kantore van die Balju, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere: Erf 665, Terenure-uitbreiding 15-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 060 (eenduisend en sestig) vierkante meter, geleë te Metropolsingel 31, Terenure-uitbreiding 15, distrik Kempton Park.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met 'n teëldak, deels gepleisterde mure en deels sierstene en ingeboude kaste en alarm. Tuin is in 'n redelike toestand met betonomheining, geplaveiselde oprit en dubbelmotorhuis. Geen buitegeboue is op die perseel nie.

Bestaande uit die volgende: Eetkamer, sitkamer, kombuis, badkamer, drie slaapkamers, toilet, dubbelmotorhuis, oprit en betonomheining.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof te Kempton Park, Parkstraat 8, of die Eiser se prokureurs, Blakes Ingelyf, te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 18de dag van Julie 1994.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Sesde Verdieping, Santambankgebou, Rissikstraat 81; Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTT006.)

Case 21685/93
PH71

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Mrs Spiropoulos, Christina,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 March 1994, issued by the Court at Randburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Randburg Magistrate's Court, Randburg, to the highest bidder on 18 August 1994 at 10:00:

Certain Erf 176, Lonehill, situated in the Township of Lone Hill Extension, Registration Division IQ, Transvaal, measuring 1 188 square metres, held under Deed of Transfer T7544/1991, known as 29 Morgenster Crescent, Lonehill, Sandton, Randburg.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: A single-storey residence, external brick walls, flat pitch roof, consisting of entrance hall, lounge, family room, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, dressing-room, double garage, servant's room and bathroom.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

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

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N201.)

Saak 12890/94
PH 507

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

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Langa, Jabulani Michael,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 25 Augustus 1994 om 10:00, by die kantore van die Balju, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere: Erf 752, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 298 (tweehonderd agt-en-negentig) vierkante meter, geleë te Erf 752, Maokeng, Tembisa, distrik Kempton Park.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met geen buitegeboue op die perseel nie.

Bestaande uit die volgende: Eet/sitkamer, kombuis, badkamer, twee slaapkamers en toilet.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof te Kempton Park, Parkstraat 8, of die Eiser se prokuruers, Blakes Ingelyf, te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 18de dag van Julie 1994.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Sesde Verdieping, Santambankgebou, Rissikstraat 81; Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTL 004.)

Saak 7014/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Moeketsi Daniel Makume,** Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Campionweg 25, Orkney, in eksekusie verkoop op 19 Augustus 1994 om 09:00:

Erf 4361, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 206 (tweehonderd en ses) vierkante meter, gehou kragtens Akte van Transport TL2113/90, bestaande uit twee slaapkamers, sitkamer, badkamer met toilet en kombuis met opwas.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionweg 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 17,25% (sewentien komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 19de dag van Julie 1994.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. Lindemann/Stoltz.)

Saak 3743/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Johannes Adolf Mostert,** 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, 19 Augustus 1994 om 10:00, deur die Balju vir die Hooggeregshof, Bronkhorstspruit, gehou by die Landdroskantore, Bronkhorstspruit, aan die hoogste bieder:

Erf 468, geleë in die Erasmus-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 992 (eenduisend negehonderd twee-en-negentig) vierkante meter, gehou kragtens Akte van Transport T34266/89, onderhewig aan die voorbehoud van mineraleregte en verder onderhewig aan die voorwaardes soos genoem en na verwys in voormelde akte.

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

Straatadres: Tweede Laan 13, Erasmus-uitbreiding 2, Bronkhorstspruit.

Verbeteringe: Woonhuis met teëldak bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, drie motorhuise, bediendekamer en toilet, waskamer, stoorkamer, voorafvervaardigde omheining, steenplaveisel en swembad.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Bronkhorstspruit, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Bronkhorstspruit, Markstraat 30, Bronkhorstspruit.

Geteken te Pretoria op die 14de dag van Julie 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1136/RE.)

Saak 133506/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk,** Vonnisskuldeiser, en **Skwela Daniel Mashile,** Eerste Vonnisskuldenaar, **Modieglann Mashile,** Tweede Vonnisskuldenaar, en **Annah Modiehi Semaoana,** Derde Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 5 Julie 1993, en in tenuitvoerlegging van 'n lasbrief vir uitwinning, sal die Balju van Krugersdorp, op Woensdag, 24 Augustus 1994 om 10:00, en te die kantore van die Balju, Krugersdorp, Klaburnhof, Ockersestraat 22B, Krugersdorp, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 3371, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 364 (driehonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte TL79/1991.

Die eiendom is geleë te Nobelungustraat 3371, Hillsview, Kagiso, Krugersdorp, en is 'n woonplek bestaande uit drie slaapkamers, sitkamer, badkamer, kombuis en motorhuis.

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

1.1 'n Deposito van 10% (tien persent) van die koopprys.

1.2 Afslaersgelde ten bedrae van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en 3% (drie persent) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

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

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

2.2 Rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Krugersdorp voor en ten tye van die verkoping, te Klaburnhof, Ockersestraat 22B, Krugersdorp, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 13de dag van Julie 1994.

M. T. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23090.)

Saak 7062/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Hendrik Johannes Jacobus Bosman,** Identiteitsnommer 4911295009004, Eerste Verweerder, en **Martha Elizabetha Bosman,** Identiteitsnommer 4905280051000, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 26 Augustus 1994 om 09:00, deur die Balju vir die Hooggeregshof, Heidelberg, gehou te die Landdroskantoor, Frankstraat, Balfour, Transvaal, aan die hoogste bieder:

Erf 318, in die dorp Balfour, Registrasieafdeling IR, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T28411/86.

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

Straatadres: Van Riebeeckstraat 27, Balfour, Transvaal.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, vier slaapkamers, twee en 'n half badkamers, buitewaskamer, werkskamer, drie garages, voorafvervaardigde omheining en swembad.

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, Heidelberg, te die Ou Standard Bankgebou, Ueckermannstraat 40, Heidelberg.

Gedateer te Pretoria hierdie 20ste dag van Julie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9120/94/BVDM.)

Case 23727/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Radebe, Linda Samson,** First Execution Debtor and **Radebe, Thabo Elizabeth,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 8179, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal; being 8179 Pimville Zone 6, Johannesburg.

Measuring: 462 (four hundred and sixty-two) square metres.

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

A detached single storey brick-built residence with metal roof, comprising kitchen, lounge/dining-room, entrance hall, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 19th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/R.133.)

Case 5160/93
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 **Kenyon, Mark Andrew,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 1 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 33 as shown and more fully described on Sectional Plan SS27/1987, in the building or buildings known as Yellowwood Park, being 45 Yellowwood Park, Prospect Road, Berea, Johannesburg.

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 for the said section.

Measuring: 74 (seventy-four) square metres.

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

A simplex flat with concrete roof, comprising kitchen, lounge/dining-room, bedrooms, one and a half bathroom. The common property comprising entrance hall, four servants' rooms, servant's toilet, four store-rooms, lift and 10 parking bays.

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 19th day of July 194.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/fp/K153.)

Case 5778/92

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

In the matter between **Nedcor Bank Limited,** and **M. E. Mthimunye**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 10 August 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): Erf 6056, Kwa Thema, Springs, Registration Division IR, Transvaal, measuring 250 (two hundred and fifty) square metres.

Postal address: 11 Mko Street, kwaThema, Springs.

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

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) 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 19th day of July 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Ref. Mr Van Heerden/N92046.)

Case 955/93

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

In the matter between **Nedcor Bank Limited,** and **T. R. Mokoena,** and **M. L. Mokoena**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 3 August 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property (1): Erf 380, Impumelelo, Devon, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres.

Postal address: 35 Impumelelo Town, Devon.

Improvements (but nothing is guaranteed in respect hereof): Brick building with corrugated iron roof, kitchen, lounge, two bedrooms, toilet, and three outside rooms.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) 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, Nigel, 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 20th day of July 1994.

J. H. van Heerden, for J. H. van Heerden, Pretorius, Kruger & Coetzer, Die Bankhuis, 35 Second Avenue, Nigel. (Ref. V1593/AP.)

Saak 75873/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Willem Nicolaas Visser,** Eerste Verweerder, en **Miranda Maria Visser,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 26 Junie 1992, sal die ondervermelde eiendom op 2 September 1994 om 14:15, deur die Balju, Randfontein, by die Landdroskantoor, Pollockstraat, Randfontein, aan die hoogste bieder geregtelik verkoop word:

Hoewe 290, Hillside-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar, gehou kragtens Akte van Transport T4128/1985, bekend as Pemjerthiestraat 65, Hillside-landbouhoewes.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Parkstraat 40, Randfontein, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie die 19de dag van Julie 1994.

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

Saak 4092/94

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Hermanus Stephanus Bosman,** Eerste Eksekusieskuldenaar, en **Adriana Bosman,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 April 1994, die hiernagenoemde eiendom op Donderdag, 25 Augustus 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 340, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, ook bekend as Fireflystraat 36, Rhodesfield, Kempton Park, gehou onder Titelakte T5348/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, drie slaapkamers, studeerkamer, 1,5 badkamers met stort, motorhuis en twee afdakke, twee toilette, kombuis en opwaskamer, eetkamer, bediendekamer, buite stoorkamer en toilet en swembad.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie die 19de dag van Julie 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LN1375.)

Saak 18138/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Michael Jerome Winston Ernest,** Eerste Verweerder, en **Lucia Ernest,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 19 November 1993, sal die ondervermelde eiendom op 30 Augustus 1994 om 14:30, deur die Balju, Midrand, by die Landdroshof, Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 2 van Hoewe 118, President Park-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 8 565 vierkante meter, gehou kragtens Akte van Transport T43465/1991, bekend as Gedeelte 2 van Hoewe 118, Boshoffstraat, President Park-landbouhoewes.

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

Sonering: Landbou.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Northview 2, Richardsrylaan 45, Halfweghuis, Midrand, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 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 veertien (14) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 18de dag van Julie 1994.

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

Saak 12753/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Portion 1 of Stand 321 Glen Austin Ext 1 CC,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 20 Desember 1993, sal die ondervermelde eiendom op 30 Augustus 1994 om 14:30, deur die Balju, Midrand, by die Landdroshof, Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 2 van Hoewe 321, Glen Austen-landbouhoewes-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1,0230 hektaar, gehou kragtens Akte van Transport T34811/1990, bekend as Gedeelte 2 van Van Riebeeckstraat 321, Glen Austen-landbouhoewes-uitbreiding 1.

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

Sonering: Landbou.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Northview 2, Richardsrylaan 45, Halfweghuis, Midrand, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 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 veertien (14) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 18de dag van Julie 1994.

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

Case 1295/94
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 **Nyathi, Masabene Enoch,** 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 26 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Lot 9461 situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9461, Dobsonville Extension 3, District of Roodepoort, measuring 280 (two hundred and eighty) square metres.

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

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

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

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

Dated at Johannesburg on this 19th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N229.)

Case 06408/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Sibisi Msebenzi David,** First Defendant, and **Sibisi Miranda Duduzile,** 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 13 June 1994, will be sold in execution on Thursday, 1 September 1994 at 10:00, in front of the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Portion 15 of Erf 5491, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, in extent 704 (seven hundred and four) square metres, situated at 5491 Whitaker Street, Ennerdale Extension 9, Vereeniging.

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

Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floor: Fitted carpets and tiles.

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

Outbuildings: Garage.

Boundary: Fenced and brick 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 Sheriff's Office, Overvaal, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 15th day of July 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1005.)

Saak 26001/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Kenneth Hart,** Eerste Verweerder, **Marion Hart,** Tweede Verweerder, **Roy Kenneth Hart,** Derde Verweerder, en **Keith Archie Hart,** Vierde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die kantore van die Balju, Springs, 12de Straat 56, op Vrydag, 26 Augustus 1994 om 11:00, van die ondervermelde eiendom van die Eerste Verweerder op die voorwaardes wat deur die Veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die Kantore van die Balju, Hooggeregshof, Springs, voor die verkoping ter insae sal lê:

Gedeelte 29 ('n gedeelte van Gedeelte 1) van die plaas Grootvaly 124, Registrasie Afdeling IR, Transvaal, groot 4,0223 hektaar, gehou kragtens Akte van Transport T31098/1966, beter bekend as Plot 26, Largo.

Verbeterings: Eiendom is 'n Industriële plot. Daar is 'n woonhuis met 'n sinkdak bestaande uit eetkamer, sitkamer, leefkamer, portaal, studeerkamer, kombuis, opwas, vyf slaapkamers, drie badkamers, waskamer, stort, verskeie store en aparte toilette.

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

Geteken te Pretoria hierdie 18de dag van Julie 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Smit/nvz/EB30190.)

Saak 20562/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Bence, H. G.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 11 Junie 1994 sal die onderstaande eiendom op 25 Augustus 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 105, geleë in die dorpsgebied Claremont, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Paffstraat 1005, Claremont, Pretoria.

Sonering: Verdeelbaar, vakant.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Saambou, Andriesstraat, Pretoria.

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

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

Gedateer te Pretoria op hede die 21ste dag van Julie 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0338.)

Saak 28282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Erasmus, J. C..,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Julie 1994 sal die onderstaande eiendom op 25 Augustus 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 33 van Erf 15, geleë in die dorpsgebied Booysens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Beaconstraat 1166, Booysens, Pretoria.

Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, vier slaapkamers, twee motorhuise, twee afdakke, bediende toilet en swembad.

Verbandhouers(s): Geen.

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 21ste dag van Julie 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0337.)

Saak 6151/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Buys, C. M. J.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994 sal die onderstaande eiendom op 25 Augustus 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 20, Erf 36, geleë in die dorpsgebied Booysens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Marinastraat 1118, Booysens, Pretoria.

Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, twee slaapkamers, twee afdakke, bediende kamer en toilet.

Verbandhouer(s): United, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-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 21ste dag van Julie 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0335.)

Saak 2099/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Homes Loans (Pty) Limited,** Eiser, en **Sipiwo Razani,** Eerste Verweerder, en **Albertina Nonina Razani,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 8 van Erf 114, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T5730/90, grootte 343 (driehonderd drie-en-veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Julie 1994.

P.a. Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P4/11/NM/U.)

Saak 2101/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Homes Loans (Pty) Limited,** Eiser, en **Kaya Gertrude Mkwanazi,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 13 ('n gedeelte van Gedeelte 1) van Erf 46, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T60613/89, grootte 373 (driehonderd drie-en-sewentig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Julie 1994.

P.a. Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P4/8/NM/U.)

Saak 2097/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Homes Loans (Pty) Limited,** Eiser, en **Thabo Josias Rampaku,** Eerste Verweerder, en **Mamakolane Emely Rampaku,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 2 van Erf 524, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T25388/90, grootte 418 (vierhonderd-en-agtien) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Julie 1994.

P.a. Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P4/9/NM/U.)

Case 7705/93

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 **Makelenetsa Epefia Malindi,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 8 September 1993, the property listed hereunder will be sold in execution on Friday, 26 August 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 1505 kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 419 (four hundred and nineteen) square metres, known as Stand 1505 kwaThema Extension 1, Springs.

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

Main building: Plaster under asbestos residence comprising lounge, kitchen, two bedrooms and bathroom.

Zoning: Residential.

The material conditions of public auction:

(1) The sale will be without reserve and voetstoots.

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

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

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

(5) Failing complaince with the conditions of sale the sale may be enforced against the purchaser being liable for damages.

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

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

Dated at Benoni on this the 19th 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.)

Case 3617/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **George Gray Vakele,** First Defendant, and **Lettie Thenjiwe Vakele,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and warrant of execution dated 1 March 1994, the property listed hereunder will be sold in execution on Wednesday, 31 August 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right title and interest in the leasehold in respect of Erf 3585, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, also known as 3585 Dungeni Street, Daveyton, Benoni.

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

Main building: Bricks under iron residence, comprising three bedrooms, bathroom plus w.c., kitchen, lounge and dining-room. Fencing: Wire.

Zoning: Residential.

The material conditions of public auction:

(1) The sale will be without reserve and voetstoots.

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

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

(4) The purchaser will pay interest at 22% (twenty-two per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.

(5) Failing complaince with the conditions of sale, the sale may be enforced against the purchaser being liable for damages.

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

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

Dated at Benoni on this the 19th 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.

Saak 9565/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Marcelinus Maria Schipper,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 13 Junie 1994, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom, naamlik:

Gedeelte 3 van Erf 895, geleë in die dorp Pietersburg, Registrasieafdeling LS, Transvaal, groot 1 428 (een vier twee agt) vierkante meter, beter bekend as Magazynstraat 28, Pietersburg, verkoop sal word in eksekusie deur die Balju van die Landdroshof/afslaer voor die Landdroskantoor, Pietersburg, hoek van Landdros Maré- en Schoemanstraat, op 26 Augustus 1994 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans 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 van die Landdroshof of afslaer binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

3. Hierdie verkoping is daaraan onderhewig dat die Eksekusieskuldeiser dit bekragtig binne 15 (vyftien) dae vanaf datum van die verkoping, by versuim waarvan die verkoping sal verval en sal geen regsgevolge hoegenaamd intree nie.

Geteken te Pietersburg op hierdie 20ste dag van Julie 1994.

P. S. Steyn, Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53; Posbus 181, Pietersburg, 0700. (Verw. mnr. Steyn/tv/2886.)

Saak 406/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Jan Christoffel Munnik,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 17 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 26 Augustus 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 120, Wheatlandslandbouhoewes, Registrasieafdeling IQ, Transvaal, groot 3,1677 hektaar, gehou kragtens Akte van Transport T48071/1984, bekend as Hoewe 120, Wheatlandlandbouhoewes, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1117.)

Saak 1014/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Lynette Ann Zwankhuizen,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 26 Augustus 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 498, Helikonpark-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 317 vierkante meter, gehou kragtens Akte van Transport T40397/1991, bekend as Hoepoestraat 17, Helikonpark, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1975.)

Case 13585/93

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. D. Sepengu,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 2 September 1994 at 11:15, where the conditions of sale may be inspected:

Erf 239, Delmore Park, Extension 2, known as 20 Du Preez Street, Delmore Gardens, Boksburg, measuring 350 square metres.

Improvements (which are not guaranteed to be correct): *Main building:* Brick under tile, three bedrooms, bathroom plus 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 8283/94

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

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

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 2 September 1994 at 11:15, where the conditions of sale may be inspected:

Erf 156, Morganridge, Extension 2, known as 12 Diaz Street, Morganridge, Boksburg, measuring 900 square metres.

Improvements (which are not guaranteed to be correct): *Main building:* Brick under tile, three bedrooms, bathroom with toilet, lounge, dining-room and study and kitchen.

Outbuildings: Double garage.

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

Case 13319/93

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. C. Vilakazi,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 2 September 1994 at 11:15, where the conditions of sale may be inspected:

Erf 684, Dawn Park, Extension 2, known as 2 Emma Street, Dawn Park, Boksburg, measuring 809 square metres.

Improvements (which are not guaranteed to be correct): *Main building:* Brick under tile, three bedrooms, two bathrooms with 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.)

Saak 1887/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. M. Mbonani,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 22 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 7451, Uitbreiding 11, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 240 (twee vier nul) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 2129/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **M. P. Theledi,** Eerste Verweerder, en **Z. R. Theledi,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Julie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 5484, Uitbreiding 9, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, een-en-'n-halwe badkamer en sitkamer, groot 315 (drie een vyf) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 1911/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Aupa Johannes Moloi,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 22 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 4049, Uitbreiding 7, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, garage, badkamer en sitkamer, groot 297 (twee nege sewe) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 2128/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **M. L. Namane,** Eerste Verweerder, en **C. H. Namane,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Julie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 8548, Uitbreiding 12, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 231 (twee drie een) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 302/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Mphikelele Jeremiah Mbatha,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 14 Februarie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 5118, Uitbreiding 9, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Tweeslaapkamers, kombuis, badkamer en sitkamer, groot 416 (vier een ses) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 2042/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **M. C. van Tonder,** Eerste Verweerder, en **E.F. van Tonder,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 27 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 60, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Adres: Schabortstraat 50, Trichardt.

Beskrywing van eiendom: Vierslaapkamers, twee kombuise, familiekamer, studeerkamer, swembad, twee badkamers, twee sitkamers, eetkamer en twee motorhuise, groot 1 487 (een vier agt sewe) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 1912/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. Rossouw,** Eerste Verweerder, en **S. Rossouw,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 22 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 377, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Bosjespruitstraat 9, Secunda.

Beskrywing van eiendom: Vierslaapkamers, kombuis, eetkamer, een-en-'n-halwe badkamers, sitkamer en garage, groot 1 040 (een nul vier nul) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 1888/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **T. H. Mdunge,** Eerste Verweerder, en **J. T. Mdunge,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 22 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 24 Augustus 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 5112, Uitbreiding 9, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Tweeslaapkamers, kombuis, badkamer en sitkamer, groot 398 (drie nege agt) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Julie 1994.

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

Saak 11454/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

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

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 2 Maart 1994, sal die ondervermelde eienom op Vrydag 26 Augustus 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 4667, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 203 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar, tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

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

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

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

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

Case 830/93

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Rousseau, Gabriel Johannes,** First Judgment Debtor, and **Rousseau, Mary Elizabeth,** Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court, and a warrant of execution dated 1 March 1994, issued by the Court at Heidelberg, the following property will be sold in execution by the Sheriff of the Court, in front of Heidelberg Magistrate's Court House, Begeman Street, Heidelberg, to the highest bidder on 19 August 1994 at 09:00:

Certain Portion 2 of Erf 137, situated in the Township of Heidelberg, Registration Division IR, Transvaal, measuring 772 square metres, held under Deed of Transfer T4207/1989, known as 93 Strydom Street, Heidelberg.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court, and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: A single-storey residence, consisting of: Five rooms a kitchen, two bathrooms, toilet, double garage and servant's room with toilet.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court, and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

Dated at Johannesburg on this the 21st day of July 1994.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N092.)

Saak 22772/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Wolf Walter Stinnes,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 5 Oktober 1992, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Oos, op 24 Augustus 1994 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

Sekere Erf 53, La Montange-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, met straatadres bekend as Cornusstraat 222, La Montagne-uitbreiding 3, Pretoria, groot 3 289 (drie twee agt nege) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit twee verdiepings, portaal, sitkamer, eetkamer, gesinskamer, studeerkamer, vyf slaapkamers, badkamer, bad/stort/w.k., w.k., stort, kombuis, wassery, twee motorhuise, bediendekamer, w.k. en stoorkamer.

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 en die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Dayson, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0153).]

Saak 734/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **Japiea Motlhegi Ndlovu,** Eerste Verweerder, en **Julieth Mpho Ndlovu,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 26 Augustus 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

901 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL1902/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Geteken te Soshanguve hierdie 14de dag van Julie 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0397.)

Case 1443/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Lydia Elizabeth Dauncey,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 August 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

(i) Section 23, as shown and more fully described on Sectional Plan SS86/1991, in the scheme known as Kiepersol, in the building or buildings situated at Goedeburg Township, Local Authority of Benoni, of which the floor area, according to the said Sectional Plan is 71 (seventy-one) square metres in extent; and

(ii) 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, held under Certificate of Registered Sectional Title ST93/14454; and

(iii) an exclusive use area described as store-room marked SR1 measuring 18 (eighteen) square metres being as such part of the common property, comprising the land and the scheme known as Kiepersol in respect of the land and building or buildings situated at Goedeburg Township, Local Authority of Benoni, as shown and more fully described on Sectional Plan SS86/1991 held under Notarial Deed of Cession SK786/1993. Known as 109 Kiepersol Flats, Metal Avenue, Goedeburg, Benoni.

The following improvements are reported to be on the property (but nothing is guaranteed): Unit comprising combined lounge and dining-room, kitchen, two bedrooms, bathroom, 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, Benoni.

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20029.)

Saak 1346/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk, handelende as United Bank, Eiser, en Petrus Johannes Kruger,** Eerste Verweerder, en **Linda Cecilia Kruger,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 9 Junie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 24 Augustus 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, gesinskamer, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, motorhuis, afdak, bediendekamer met toilet.

Eiendom: Erf 4382, Secunda-uitbreiding 9, Registrasieafdeling IS, Transvaal, groot 962 (negehonderd twee-en-sestig) vierkante meter, gehou kragtens Akte van Transport T45813/89, geleë te Rietspruitstraat 23, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op hierdie 15de dag van Julie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.609.)

Saak 1870/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk, handelende as Allied Bank, Eiser, en Kazimierz Koziol,** Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 11 Julie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 24 Augustus 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, spens, opwaskamer, motorhuis, bediendekwartiere, baksteenplaveisel, patio en braai-area.

Eiendom: Gedeelte 25 van Erf 268, Secunda, Registrasieafdeling IS, Transvaal, groot 990 (negehonderd-en-negentig) vierkante meter, gehou kragtens Akte van Transport T18608/91, geleë te Roy Campbellstraat 33, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is, dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op hierdie 19de dag van Julie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.639.)

Saak 1720/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Dennis Samuel Maboke,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 14 April 1994, deur die Landdroshof Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 2 September 1994 om 15:00, by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierdestraat 66, Springs, op vir voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 14208, KwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL46603/1989, beter bekend as Tsotetsistraat 14208, KwaThema-uitbreiding 2, Springs, groot 280 (twee honderd-en-tagtig) vierkante meter.

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

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

Gedateer te Springs op hierdie 19de dag van Julie 1994.

W. Rossouw, vir McDonald Rossouw & Groenewald, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. mnr. Rossouw/il/4296.)

Case 5309/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **G. M. Meiring,** First Defendant, and **M. L. Meiring,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria East, 142 Struben Street, Pretoria, on 24 August 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 122, Erasmuskloof Extension 3, Registration Division JR, Transvaal.

Area: 1 097 (one thousand and ninety-seven) square metres.

Situation: 577 Gariep Street, Erasmuskloof Extension 3.

Improvements (not guaranteed): Entrance hall, lounge, family room, dining-room, study, four bedrooms, two bathrooms, two showers, kitchen, breakfast nook, scullery/laundry, outside toilet, patio, two garages, servants' quarters with shower.

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

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

N. J. Lambrianos, for Norton-Lambrianos, c/o Helen Ellis, Plaintiff's Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F60/M23.)

Case 5856/94
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Yvonne Marie Hamer Deken N.O.,** First Defendant, **Alice Cecile Deken N.O.,** Second Defendant, **Marcus Johannes Franciscus Deken N.O.,** Third Defendant, **Yvonne Marie Hamer Deken,** Fourth Defendant, **Alice Cecile Deken,** Fifth Defendant, and **Marcus Johannes Franciscus Deken,** Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on 24 August 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, Pretoria South, 142 Struben Street, Pretoria:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house consisting of lounge, dining-room, study, kitchen, pantry, scullery, three bedrooms, two bathrooms, shower, three toilets, three servants' rooms, store-room, two outside toilets, laundry, five cottages (one- and two-bedroomed) with kitchenette, bath and toilet, three bore-holes with pumps and swimming-pool.

Being: Holding 56, Laezonia Agricultural Holdings, situated at 56 Bodley Road, Laezonia Agricultural Holdings, measuring 2,7823 hectares, Registration Division JR, Transvaal, held by the Trustees of the Yvonne Hamer Deken Trust No. 800/90 under Title Deed No. T48735/91.

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 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 Pretoria this 11th day of July 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.); c/o Van Zyl Le Roux & Hurter, 38 Church Square, Church Street, Pretoria.

Case 26194/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **R. A. Martinus,** Defendant

In pursuance of a judgment in the above Honourable Court, and a writ of execution, the property listed hereunder, will be sold in execution on Wednesday, 24 August 1994 at 10:00, at 142 Struben Street, Pretoria, by the Sheriff of the Court, Pretoria South:

Holding 92, Gerardsville Agricultural Holdings, situated at Third Avenue, Gerardsville, measuring 2,1414 hectares.

Improvements described hereunder are not guaranteed.

Main building: Lounge, dining-room, family room, three bedrooms, two full bathrooms and a kitchen.

Outbuildings: Three bedrooms, a separate toilet, single carport, double carport, lapa, swimming-pool, cement dam, two bore-holes and windmall.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Court's commission payable by purchaser on date of sale. The full conditions of sale may be inspected at the offices of the Sheriff, at Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Dated at Sandton on this 8th day of July 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, c/o E. K. Fleischhauer & B. C. Behrens, Plaintiff's Attorneys, 256 Hill Street, Arcadia, Pretoria. [Tel. (012) 342-5180.] (Ref. Mr Fleischhauer.)

Saak 662/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Stanbes Meubelsake (Pty) Ltd,** Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 14 Junie 1994, sal die ondervermelde onroerende eiendom op 24 Augustus 1994 om 10:00, te die Balju se Kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende Gedeelte van Gedeelte 1 van Erf 94, geleë in die dorp Standerton, Registrasieafdeling IS, Transvaal, groot 109 (eenhonderd en nege) vierkante meter, gehou kragtens Akte van Transport T99137/92.

Die verkoopvoorwaardes lê ter insae by die Balju te Caledonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 12de dag van Julie 1994.

L. C. Nel, vir Van der Berg Nel & Langeveldt, Berlane Kamers, Andries Pretoriusstraat 16, Posbus 55, Standerton. (Verw. L. C. Nel/971/A1.)

Case 2967/93
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 **Ramara: Nathaniel Kgwantsi,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 25 August 1994 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale.

Certain: All right, title and interest in and to the leasehold in respect of Erf 1249, situated in the Township of Klipspruit, Registration Division IQ, Transvaal, being 1249 Klipspruit, Johannesburg, measuring 279 (two hundred and seventy-nine) square metres.

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

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

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

Dated at Johannesburg this 13th day of July 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.140.)

Saak 33551/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **National Council of Trade Unions,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Marshallstraat 131, Johannesburg, op 25 Augustus 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erwe 1523 en 1524, Johannesburg-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Wandererstraat 5, Johannesburg, grootte 248 (twee vier agt) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie): Bestaan uit die volgende: Gebou met agt verdiepings en drie winkels.

Konstruktueer: Baksteen met asbes en sement.

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

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

Gedateer te Johannesburg op hede die dag van Julie 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8126E.)

Saak 4865/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Philip John Carnall,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 26 Mei 1994, die hiernagenoemde eiendom op Donderdag, 25 Augustus 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling en elke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 15, soos beskryf in Deeltitel Plan SS110/1987 in die skema bekend as Edzeen Villa, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 80 vierkante meter, ook bekend as Edzeen Villa 303, Commissionerstraat, Kempton Park, gehou onder Titelakte ST77060/92.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, twee slaapkamers, een en 'n half badkamers, kombuis en eetkamer.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar, onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, elke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 13de dag van Julie 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1401.)

Saak 882/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **N. J. M. MacKay,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 28 Maart 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 22 Augustus 1994 om 11:00, te die perseel, Erf 2177, Uitbreiding 5, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2177, Uitbreiding 5, geleë in die dorp Evander, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Groot 1 000 (een nul nul nul) vierkante meter.

Geteken te Secunda op hede hierdie 13de dag van Julie 1994.

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

Saak 1565/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **P. D. Ferreira,** Eerste Verweerder, en **H. M. Ferreira,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Mei 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 22 Augustus 1994 om 10:30, te die perseel, Erf 5142, Secunda-uitbreiding 15, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5142, Uitbreiding 15, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Renosterbergstraat 7, Secunda.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, motorhuis, een en 'n half badkamer, sitkamer en twee toilette.

Groot: 1 036 (een nul drie ses) vierkante meter.

Geteken te Secunda op hede hierdie 13de dag van Julie 1994.

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

Saak 2047/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Rostek Properties BK,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 23 Junie 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 22 Augustus 1994 om 10:00, te die perseel, Erf 73, Trichardt, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 73, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee werkswinkels, twee klein kamertjies, drie kantore, twee toilette, ontkleekamer, ontvangslokaal en badkamer.

Groot: 1 487 (een vier agt sewe) vierkante meter.

Geteken te Secunda op hede hierdie 13de dag van Julie 1994.

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

Case 7238/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mpepuoa Christina Makoe,** Defendant

Notice is hereby given that on 19 August 1994 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Begeman Street, Heidelberg, pursuant to a judgment in this matter granted by the above Honourable Court on 3 June 1994, namely:

Certain right of leasehold in respect of Erf 2445, Ratanda, Registration Division IR, Transvaal, situated at 2445 Moletsane Street, Ratanda, Heidelberg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen and lounge.

The full conditions of sale may be inspected at the offices of the Sheriff, Heidelberg.

Dated at Boksburg on this the 14th day of July 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01315.)

Saak 62184/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **M. M. Venter NO.,** in haar hoedanigheid as Eksekutrise van boedel wyle Lourens Erasmus Venter, Verweerder

Eksekusieveiling te Baljukantore, Beaconsfieldslaan 41A, Vereeniging, op 9 September 1994 om 10:00, aan die hoogste bieder:

Erf 388, geleë in Ironsyde IQ, groot 1 591 vierkante meter, geleë te Irenestraat, Ironsyde, T22276/1947; en

Erf 389, geleë te Ironsyde IQ, groot 2 169 vierkante meter, geleë te Irenestraat, Ironsyde, T22278/1947.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

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

(a) Die Koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus Belasting op Toegevoegde Waarde, soos bepaal deur die reëls.

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

Saak 13129/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Isaac Lephephelo Mosala,** Verweerder

Eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 9 September 1994 om 10:00, aan die hoogste bieder:

Erf 375, geleë in Ironsyde IQ, groot 1 479 vierkante meter, geleë op die hoek van Rhodes- en Cecilstraat, Ironsyde, T13801/1991.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir besigheidsdoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

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

(a) Die Koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus Belasting op Toegevoegde Waarde, soos bepaal deur die reëls.

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

Saak 13134/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Paul Makhetha,** Eerste Verweerder, en **Claudette Makhetha,** Tweede Verweerder

Eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 9 September 1994 om 10:00, aan die hoogste bieder:

Gedeelte 54 van Erf 1494, geleë in Ironsyde IQ, groot 800 vierkante meter, geleë te Louisstraat 4, Ironsyde, T61533/1992.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

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

(a) Die Koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus Belasting op Toegevoegde Waarde, soos bepaal deur die reëls.

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

Saak 2560/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Daniel Christiaan Janse van Rensburg,** Eerste Eksekusieskuldenaar, en **Elizabeth Magdalena Janse van Rensburg,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof, op 17 Mei 1994, en 'n lasbrief vir eksekusie gedateer 1 Junie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 31 Augustus 1994 om 11:00:

Hoewe 31, Van Ryn Small Holdings-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 3,4304 (drie komma vier drie nul vier) hektaar, gehou kragtens Akte van Transport T61211/1980, geleë te Hoewe 31, Van Ryn Small Holdings-landbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit portaal, sitkamer/eetkamer, werkskamer, drie slaapkamers, badkamer, toilet, kombuis, drie motorhuise, twee bediendekamers, buite toilet, stoorkamer, waskamer en rondawel.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princelaan 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 bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 25ste dag van Julie 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 2561/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Lizo Emmanuel Mnothoza,** Eerste Eksekusieskuldenaar, en **Gugu Shele Mnothoza,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof, op 6 Mei 1994, en 'n lasbrief vir eksekusie gedateer 24 Mei 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Harpurlaan, Benoni, by die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 31 Augustus 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 5975, Etwatwa-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 270 (tweehonderd-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TK9419/1990, geleë te Erf 5975, Etwatwa-uitbreiding 3.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, 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 bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateeer te Benoni op hierdie 25ste dag van Julie 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 6155/94

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 **Jacobus Johannes Jurgens du Plessis,** First Defendant, and **Aieshia du Plessis,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 June 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 August 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 883, Vandykpark Township, situated on 31 Boekenhout Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 816 (eight hundred and sixteen) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, bathroom, w.c., three bedrooms, staffroom 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 22nd day of July 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00173/Mrs Teixeira.)

Case 13601/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Michael Cornelius Rossouw,** First Defendant, and **Rene Rossouw,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 January 1994, and writ of execution issued pursuant thereto the propertyhereunder will be sold in execution on 2 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 463, Parkdene Township, situated on 10 Heldzingen Street, Parkdene, in the Township of Parkdene, District of Boksburg, measuring 998 (nine hundred and ninety-eight) square metres.

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

Building built of brick and plaster, tiled roof comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., staffroom, double garage, w.c., and swimming-pool.

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 22nd day of July 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00059/Mrs Teixeira.)

Case 6459/91

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 **Lawrence Zamuxolo Maseti,** First Defendant, and **Patricia Busisiwe Radebe,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 June 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 September 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of certain Erf 1765, Vosloorus Extension 3, situated at 1765 Vosloorus Extension 3, in the Township of Boksburg, District of Boksburg, measuring 300 (three hundred) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms, bathroom with w.c. 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 22nd day of July 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0963 (AB463).]

Case 14939/94
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 **Leipert, Douglas James,** First Execution Debtor, and **Leipert, Natasia,** 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, Roodepoort, on 26 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 677, situated in the Township of Strubensvallei Extension 3, Registration Division IQ, Transvaal, being 923 Florin Road, Strubenvalley Extension 3, Roodepoort, measuring 647 (six hundred and forty-seven) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 follws: 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 26th day of July 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/fp/L261.)

Case 7843/94
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 **Mazibuko, Makosi Isaac,** First Execution Debtor, and **Mazibuko, Lili Agnes,** 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, Krugersdorp, on 31 August 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 9880, situated in the Township of Kagiso Extension 5, Registration Division IQ, Transvaal, being 9880, Kagiso Extension 5, Krugersdorp, measuring 350 (three hundred and fifty) square metres.

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

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

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

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

Dated at Johannesburg on this the 26th day of July 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/fp/M811.)

Case 5194/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Shaukat Ali Sindhi,** First Defendant, and **Leela Sindhi,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suite, a sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 25 August 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:

Erf 1722, in the Township of Laudium Extension 2, Registration Division JR, Transvaal (also known as 368 Taj Street, Laudium Extension 2, Pretoria), measuring 558 (five hundred and fifty-eight) square metres, held under Deed of Transfer T10997/93, subject to all the conditions contained therein and specially subject to the reservation of mineral rights.

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

Dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, bathroom/w.c., w.c., garage and servant's room with w.c.

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

Dated at Pretoria this 20th day of July 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S334/94.)

Saak 13185/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom,** Eiser, en **Linda Edmund Nkosi,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 17 Augustus 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, op 19 Augustus 1994 om 10:00, deur die Balju vir die Hooggeregshof, Barberton, te die Landdroskantoor, Barberton, verkoop:

Sekere Erf 448, Emjindini-uitbreiding 4, Registrasieafdeling JU, Transvaal, groot 360 vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis gebou met stene en sinkdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten tye van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

Geteken te Pretoria hierdie 13de dag van Julie 1994.

Haasbroek & Boezaart, Prokureurs vir Eiser, Tweede Verdieping, Momentum Westoring, Pretoriusstraat, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/605/93.)

Saak 2082/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Amos Mathada,** Eerste Verweerder, en **Calpurnia Khomotso Mathada,** Tweede Verweerder

'n Verkoping word gehou deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 26 Augustus 1994 om 11:00, van:

Erf 8797, geleë in die dorpsgebied Mamalodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 438 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL63784/89.

(Voorheen geregistreer as alle reg, titel en belang in die huurpag ten opsigte van Erf 1066, Mamelodi-uitbreiding 2, nou eiendomsreg kragtens artikel 2 van Wet No. 112 van 1991), beter bekend as 8797 Mamelodi-uitbreiding 2.

Besonderhede word nie gewaarborg nie.

'n Woonhuis met steenmure, teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Enkel motorhuis.

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

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Case 968/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank Limited,** Plaintiff, and **Vusumuzi Valentine Ndlangamandla,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale with a reserve price of R30 000 (thirty thousand rand) will be held at the Deputy Sheriff, Kempton Park's Office, at 8 Park Street, Kempton Park, on Thursday, 25 August 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the office of the Deputy Sheriff, Kempton Park, prior to the sale:

Erf 861, Sedibeng, Tembisa, TPA East Rand, Registration Division IR, Transvaal, measuring 337 (three three seven) square metres, held under Tile Deed TL38633/1991, interdict I-9175/1992 AT-968/92-TL38633/91.

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

A shopping complex consisting of 26 (twenty-six) shops.

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

Auctioneer's charges payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) thereafter, subject to a maximum of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) on the day of the sale, and in addition transfer dues, any arrear levies, cost of transfer and arrear rates and taxes and other charges necessary to effect transfer upon request by the attorneys for the Plaintiff.

Dated at Johannesburg on this 20th day of July 1994.

Schwarz-North Inc., Plaintiff's Attorneys, 28th Floor, Southern Life Centre, 45 Commissioner Street, Johannesburg. (Tel. 833-7222.) (Ref. H. P. North/VN.)

Saak 77426/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jacques Siegfried Visser,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, 25 Augustus 1994 om 10:00, van:

Gedeelte 2 ('n gedeelte van Gedeelte 1) van Erf 1593, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, groot 714 vierkante meter, gehou kragtens Akte van Transport T98933/92 (beter bekend as Maltzanstraat 206, Pretoria-Wes).

Besonderhede word nie gewaarborg nie.

'n Woonhuis met steenmure, sinkdak en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue bestaande uit 'n enkel motorhuis, twee motorafdakke en twee bediendekamers.

Besigtig voorwaardes by die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Saak 65/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Bankorp Beperk,** handeldrywend as Trustbank, Eiser, en **C. J. F. Meyer,** Verweerder

In uitvoering van 'n vonnis in die Landdroshof, Nigel en 'n lasbrief vir eksekusie gedateer 17 Augustus 1993 en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op Vrydag, 26 Augustus 1994 om 12:00, te die ondervermelde perseel te Hoewe 155, Halgate-landbouhoewes-uitbreiding 1, deur die Libra Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Hoewe 155, Hallgate-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, Transvaal, groot 1,7642 hektaar, bekend as Hoewe 155, Hallgate-landbouhoewes-uitbreiding 1.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Steengebou met sinkdak, kombuis, eetkamer, sitkamer, vier slaapkamers, twee badkamers met toilet, toilet, draad omheining en volvloermatte.

Wesentlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 3 hiervan.

2. 10% (tien persent) van die koopprys en afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 21% (een-en-twintig persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskap- of ander aanvaarbare waarborg, wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju voorsien moet word.

3. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel te Derde Laan 29, Nigel.

Gedateer te Alberton op hede die 8ste dag van Julie 1994.

L. F. van Deventer, vir Van Deventer & Lubbe, Prokureurs vir Eiser, Panoramagebou, Charl Cilliersstraat 55, Alberton. (Tel. 907-5790.) (Verw. LFVD/IW/158.)

Case 1349/93
PH 177

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Voltex (Proprietary) Limited,** trading as Litecor Alberton, Plaintiff, and **Leon Barkhuizen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale in execution with a reserve price of R140 122,45 (one hundred and forty thousand one hundred and twenty-two rand and forty-five cents) will be held at the office of the Sheriff, Alberton at First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton, on 16 August 1994 at 10:00, of the undermentioned property of the Defendant, which conditions will be read at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court, Alberton, on First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton.

Certain Erf 3049, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 600 (one thousand six hundred) square metres, held by the Defendant under Deed of Transfer T21189/1990, being 20 Gemsbok Street, Brackenhurst, Alberton.

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

The residence consists of entrance hall, sitting-room, dining-room, family room, kitchen, three bedrooms, bathroom/w.c., separate w.c. and shower, pantry, two garages 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, a guarantee to be furnished within 14 (fourteen) days from the date of sale by a bank or building society or other acceptable guarantee.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

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

Itzikowitz & Sarembock, Plaintiff's Attorneys, 153 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 2928, Johannesburg, 2000. (Tel. 483-1753/4/5.) (Ref. Mr R. Sarembock/gv.)

Case 32623/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Masiko Mxolisi MacDonald,** First Defendant, and **Masiko Nkuzola Gretta,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 24 August 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6788, Kagiso Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 324 (three hundred and twenty-four) square metres, situated at Erf 6788, Kagiso Township, Krugersdorp.

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

Dwelling under iron roof, dining-room, kitchen, two bedrooms, bathroom and toilet.

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18th day of July 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. M25216/PC.)

Case 13551/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maatlho Nkepe Piet,** First Defendant, and **Maatlho Mathumi 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 at the Sheriff's offices at 8 Park Street, Kempton Park, on 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's office, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 303, Umfuyaneni Township, Tembisa, Registration Division IR, Transvaal, measuring 465 (four hundred and sixty-five) square metres, situated at Erf 303, Umfuyaneni Township, Tembisa.

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

Dwelling under iron roof, three bedrooms, bathroom and toilelt, kitchen, dining-room and lounge.

Outbuildings: Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 13th day of July 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. M14589/PC.)

Case 20584/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Boqwana, Otto,** First Defendant, and **Boqwana, Zodwa Isabella,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 24132, Diepkloof Township, Registration Division IQ, Transvaal, measuring 183 (one hundred and eighty-three) square metres, situated at Erf 8178B, Zone 6, Diepkloof Township.

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

Single storey dwelling, lounge, fitted carpets, wall fencing and garden.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of July 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. B9348/PC.)

Case 13792/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Khambule Ntombi Mavis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 25 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 8808 (now renumbered 11189), Pimville, Zone 5 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 8808 (now renumbered 11189), Pimville, Zone 5 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen and three bedrooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of July 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. K27511/PC.)

Case 9485/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mashishi Maesela John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 25 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3360 (now renumbered Erf 5700), Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 3360 (now renumbered 5700), Emdeni Extension 1 Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of July 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. K27511/PC.)

Case 28348/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkuta, David Prince Samson,** First Defendant, and **Nkuta, Nomsa Judith,** 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 25 August 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 7690, Orlando West Township, Registration Division IQ, Transvaal, measuring 447 (four hundred and forty-seven) square metres, situated at Erf 7690, Orlando West 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.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of July 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. N18004/PC.)

Case 34415/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ranhlagoe, Nomasonto Emma,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1706, Molapo Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 1706, Molapo Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of July 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. R19150/PC.)

Case 19277/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mostert Joseph Abdul Ghair,** First Defendant, and **Mostert Lynette,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 2486, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, measuring 492 (four hundred and ninety-two) square metres, situated at 42 Boekenhout Street, Eldoradopark Extension 3 Township.

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

Dwelling consisting of three bedrooms, two bathrooms, kitchen 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 15th day of July 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. M15873/PC.)

Case 7902/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fries Willie Bob,** First Defendant, and **Fries Molly Martha,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 40, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at 4 Agaat Street, Eldoradopark Township.

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

Dwelling under asbestos roof, kitchen and bedroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 13th day of July 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. F18503/PC.)

Case 1462/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Daliwe Nobesuthu Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 26 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 3271, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy-six) square metres, situated at 3271 Tati Street, Dobsonville Township, Roodepoort.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms.

Outbuildings: Garage and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18th day of July 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. D26058/PC.)

Case 27416/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Menyatswe Joas Moreosele,** First Defendant, and **Menyatswe Amanda Priscilla,** 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 Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 26 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 8489, Dobsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 8489, Dobsonville Extension 2 Township.

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

Dwelling under tiled roof, three bedrooms, kitchen, lounge and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 19th day of July 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. M24798/PC.)

Case 26721/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moloi Mbuti Leonard,** 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 26 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 9391, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 9391, Dobsonville Extension 3 Township.

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

Dwelling under tile roof, two bedrooms, bathroom, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 18th day of July 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. M24649/PC.)

Case 13186/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seleyisi Ramontsho Johannes,** First Defendant, and **Seleyisi Mmaletsie Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 26 August 1994 at 14:15, of the undermentioned property of the Defendants on the conditions and which may be inspected at the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Erf 3848, Mohlakeng Township, Randfontein, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 3848, Mohlakeng Township, Randfontein.

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

Dwelling under tiled roof, two bedrooms, bathroom, lounge and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 15th day of July 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. S14744/PC.)

Saak 23533/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Stabilitas Nominees (Edms.) Beperk,** Eiser, en **Jean Pierre du Plessis Eiendomme BK,** Eerste Verweerder, en **Johannes Jurgens Vorster,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n veiling deur die Balju van die Hooggeregshof, Randfontein, sonder 'n reserweprys maar onderhewig aan bekragtiging deur die Vonnisskuldeiser binne 7 (sewe) dae na datum van die veiling gehou word by die Landdroshof, Pollockstraat, Randfontein, op 26 Augustus 1994 om 10:00, van die ondervermelde eiendom van die Eerste Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tyde van die verkoping en welke voorwaardes by die kantore van die Balju, Randfontein, ter insae sal lê.

Resterende Gedeelte van Erf 3389, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 4,4175 (vier komma vier een sewe vyf) hektaar.

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

Hostel met afsonderlike wooneenhede baksteengebou onder asbes met afsonderlike ablusieblokke.

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

Vendusiekoste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (ses duisend rand). Minimum fooie van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 27ste dag van Julie 1994.

Le Roux, Mathews & Du Plessis, Prokureurs vir Vonnisskuldeiser, 10de Verdieping, Lippert Huis, Pritchardstraat 104, Johannesburg. (Tel. 333-6362.) (Verw. mnr. Du Plessis/AB/21849.)

Case 13233/92

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

In the matter between **Germiston City Council,** Plaintiff, and **Bateman Investments (Pty) Ltd,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 22 June 1994, the property listed herein will be sold in execution on Monday, 29 August 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 641, South Germiston Extension 4 Township, Registration Division IR, Transvaal, situated at 6 Moller Street, South Germiston, measuring 4 047 square metres.

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

Improvements: Brick office block.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLL/WM.)

Case 3621/93

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

In the matter between **N. B. S. Bank Limited,** Plaintiff, and **Nicolaas Vlok,** First Defendant, and **Heila Magdalena Vlok,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 7 June 1993 and warrant of execution dated 16 June 1993 (re-issued) the following property will be sold in execution on 31 August 1994 at 11:00, at the offices of the Magistrate Court, Harpur Avenue, Benoni:

Section 1 as shown and more fully described on Sectional Plan SS1/1989, in the building known as Crystal Park Mews, situated in the Township of Crystal Park, floor area 157 (one hundred and fifty-seven) square metres, and an undivided share in the common property: Reg. Sectional Title ST1/1989 (1) Unit.

Improvements: Duplex townhouse, loung/dining-room, kitchen, T.V.-room, four bedrooms, bath/toilet, shower/toilet, guest toilet and double carport, known as Unit 1, Flat 14, Crystal Park Mews, Saldanha Street, Crystal Park, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on this the 26th day of July 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, 421 0921; P.O. Box 356, Benoni, 1500. (Ref. Mrs. Bluett/N1137.)

Saak 3237/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Lombards Uitrusters BK,** Eksekusieskuldeiser, en **R. G. Vuma,** Eksekusieskuldenaar

Ingevolge vonnis van die Landdroshof van die distrik Letaba, gedateer 26 Oktober 1993, en 'n her-uitgereikte lasbrief vir eksekusie gedateer 6 Junie 1994, sal die volgende eiendom verkoop word op Vrydag, 26 Augustus 1994 om 10:00, te die Landdroshof, Morganstraat 16, Tzaneen:

Erf 1473, Tzaneen-uitbreiding 13, bekend as Saliestraat 21, Registrasieafdeling LT, Transvaal, groot 881 (agt agt een) vierkante meter, gehou kragtens Akte van Transport T33859/1988.

Die eiendom word voetstoots verkoop. Die volle koopprys is betaalbaar in kontant of bankgewaarborgde tjek by sluiting van die koopooreenkoms. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantore van die Balju by die Landdroshof, Tzaneen, Transvaal, en by die kantore van die Eiser se prokureur.

Gedateer te Tzaneen op die 27ste dag van Julie 1994.

D. A. Swanepoel, Thomas & Swanepoel, Eiser se Prokureurs, Safarigebou 208, Morganstraat 16, Tzaneen, 0850. [Tel. (0152) 307-1027/8/9.] (Verw. mev. Oelofse/LC57.)

Case 10927/94
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Russell: Steven Bryan,** First Defendant, and **Hunter: Wendy Anne,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 745, in the Township of Kibler Park, Registration Division IQ, Transvaal, in extent 1 097 (one thousand and ninety-seven) square metres, situated at 15 Fourie Crescent, Kibler Park, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and Novilon Tiles, comprising lounge, dining room, kitchen, three bedrooms, oil heater, two bathrooms, shower and two w.c.'s. *Outbuildings:* Garage, servants' quarters, w.c., brick boundary concrete walls, swimming-pool and paving.

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 25th day of July 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6503.)

Case 8807/94
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **R & N Trust No. T1485/92,** 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 25 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale.

Erf 83, in the Township of Victory Park Extension 1, Registration Division IR, Transvaal, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, situated at 7 Dalebrook Crescent, Victory Park Extension 1, Johannesburg.

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

Residence: Single-storey dwelling, built of bricks and painted plaster, roofed with cement tiles. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, play room, change room, kitchen, four bedrooms, two bathrooms, shower and three w.c.'s. *Upstairs:* Bedroom. *Outbuildings:* Two garage, two servants' quarters, w.c. with bath and boundary concrete walls.

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 25th day of July 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6546.)

Saak 9006/94

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

Insake **Kleinsake-Ontwikkelingskorporasie Bpk.,** Eiser, en **Die Boeremandjie BK,** Eerste Verweerder, en **Taljaard, H. J.,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Kempton Park, op 25 Augustus 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaer by die kantore van die Balju te Parkstraat 8, Kempton Park, voor die verkoping ter insae sal lê:

Sekere Erf 473, Bredell-landbouhoewes-uitbreiding 2, geleë te Killarneyweg 473, Bredell, groot 2,0228 (twee komma nul twee twee agt) hektaar.

Verbeteringe (geen waarborg kan in hierdie verband gegee word nie): Geboue bestaan uit woonhuis bestaande uit vyf slaapkamers, drie badkamers, sitkamer, eetkamer, woonkamer, vier toilette, kombuis, kroeg, speelkamer, werkskamer, studeerkamer, twee spense, swembad, afdak, vier motorhuise en bediendekwartiere.

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

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

Gedateer te Johannesburg op hierdie 21ste dag van Julie 1994.

Coetzee & Vennote, Carolinestraat 76, Brixton, 2092; Posbus 96247, Brixton, 2019. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetzee/AM/IK1439.)

Case 6270/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Nathoo, Nilenkumar Phiraj,** First Defendant, and **Nathoo, Mary 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 the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 23 August 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, Johannesburg, prior to the sale:

Erf 2714: In the Township of Brackendowns Extension 5, Registration Division IR, Transvaal, in extent 1 062 (one thousand and sixty-two) square metres, situated at 4 Grassridge Street, Brackendowns, Alberton.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* Double garage, carport, w.c. and boundary concrete walls.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the 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 20th day of July 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6336.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton op Donderdag, 25 Augustus 1994 om 10:00.

Stadsraad van Randvaal, Eksekusieskuldeiser

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

(a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.

(b) Die verkoping moet per Openbare Veiling, sonder reserwes en voetstoots geskied.

(c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.

(d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragskostes, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.

(e) 10% (tien persent) van die koopprys moet as 'n deposito daarvan betaal word of indien die koopprys minder is as R10 000 dan is die totale koopprys, tesame met die veilingskostes van die Balju van die Landdroshof synde 4% (vier persent) van die verkoopprys en Belasting op Toegevoegde Waarde (indien van toepassing) beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprys tesame met rente op die Voorkeurskuldeiser se eise soos uiteengesit in reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.

(f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die Vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.

(g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

Saak: **1062/92**

Vonnisskuldenaar: **Catherine Estelle Kies**

Eiendom: Erf 387, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 vierkante meter, gehou kragtens T23023/1985.

Eiendom: Erf 386, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 vierkante meter, gehou kragtens T23023/1985.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: **1071/92**

Vonnisskuldenaar: **Ashley Edwin Perkins**

Eiendom: Erf 993, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 vierkante meter, gehou kragtens T42043/1986.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: **238/94**

Vonnisskuldenaar: **Jogemus Jacobus Pieterse**

Eiendom: Erf 861, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 vierkante meter, gehou kragtens T882/1975.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: **1608/93**

Vonnisskuldenaar: **Ian Provan**

Eiendom: Erf 1852, Restant Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 065 vierkante meter, gehou kragtens T59079/1984.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: **1051/93**

Vonnisskuldenaar: **Marthinus Peter Jacobus Heigan**

Eiendom: Erf 126, Ophir AH-uitbreiding 1, Registrasieafdeling IR, Transvaal, grootte 2,1216 hektaar, gehou kragtens T7200/1988.

Eiendom: Erf 142, Ophir AH-uitbreiding 1, Registrasieafdeling IR, Transvaal, grootte 2,1305 hektaar, gehou kragtens T7200/1988.

Eiendom: Erf 148, Ophir AH-uitbreiding 1, Registrasieafdeling IR, Transvaal, grootte 2,1758 hektaar, gehou kragtens T7200/1988.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel

Gedateer te Highbury hierdie 22ste dag van Julie 1994.

J. C. de Beer, Eksekusieskuldeiser, Stadsraad van Randvaal, Rooibokstraat 56, Highbury; Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

Saak 291/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **N. A. Mnguni,** Eerste Eiser, en **F. E. Mnguni,** Tweede Eiser, en **Maiwa Robert Mashinini,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Junie 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 26 Augustus 1994 om 09:00, te die Landdroshofkantore, Nigel, geregtelik verkoop sal word naamlik:

Erf en dorpsgebied: Erf 73, Duduza, Nigel, Registrasieafdeling IR, Transvaal, groot 264 (twee ses vier) vierkante meter, ook bekend as 73 Duduza, Nigel.

Beskrywing van eiendom: Steengebou, teëldak, kombuis, sitkamer, twee slaapkamers, badkamer met toilet, erf omhein.

Terme: 10% (tien persent) van die koopprys 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 19de dag van Julie 1994.

J. G. W. de Beer, vir De Beer, Viljoen & Fourie, Breytenbachstraat 76; Posbus 704, Nigel. (Verw. mev. Slabbert.)

Saak 2982/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Allied Bouvereniging Bpk.,** voorheen handelende as ABSA Bank Bpk. (Reg. No. 86/04794/06), handeldrywende as Allied Bank, Eiser, en **T. J. Selebalo,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju Landdroshof, Vanderbijlpark, aan die hoogste bieër op 26 Augustus 1994, voormiddag by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 554054 (55454), Sebokeng Gebied 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 279 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, toilet, kombuis, eetkamer, sitkamer en motorhuis.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 22ste dag van Julie 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. A.92/R. Ellis.)

Saak 15736/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **T. T. Maselela,** Eerste Verweerder, en **R. L. Maselela,** Tweede Verweerder

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

Balju Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord op 19 Augustus 1994 om 11:00, van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Eiendom: Leasehold Stand 362, Block GG, Soshanguve, District of the District Presentative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal, groot 450 (vier vyf nul) vierkante meter, gehou kragtens Akte van Transport T33927/1992.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer. *Verwysing:* mnr. Botha/MB/377/94.

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

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

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

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/MB.)

Saak 37975/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. G. du Preez,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Julie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83 De Onderstepoort (noord van Sasko Mills), ou Warmbadpad, Bon Accord, aan die hoogste bieer op 16 September 1994 om 11:00:

Erf 192, geleë in die dorpsgebied Ninapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 385 (eenduisend driehonderd vyf-en-tagtig) vierkante meter, beter bekend as Tarentaalstraat 53, Ninapark-uitbreiding 2.

Voorwaardes van verkoping:

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

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

'n Vierslaapkamerwoonhuis met twee badkamers, stort, sitkamer, eetkamer, kombuis, familiekamer, stoep, ingangsportaal, opwaseenheid, lapa met buitegebou.

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 Wonderboom.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48041.)

Saak 38190/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Julie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Mills), ou Warmbadpad, Bon Accord, aan die hoogste bideër op 16 September 1994 om 11:00:

Erf 1652, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 1 148 (eenduisend eenhonderd agt-en-veertig) vierkante meter (beter bekend as 13 Koos Prinsloostraat, The Orchards-uitbreiding 11).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, een en 'n half badkamer en stort met buitegeboue.

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, Wonderboom.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Mev. Engels/JR48042.)

Case 3361/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Plot 604 West Rand CC,** First Defendant, and **Baynes John Mvuleni Mthonthi,** 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 main entrance hall, Magistrate's Court, President Steyn Street, Westonaria, on Friday, 2 September 1994, of the undermentioned immovable property of the First Defendant on the conditions to be laid out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at First Floor, Barclay Centre, Edward Avenue, Westonaria:

Holding 650, West Rand Agricultural Holdings Extension 1, Registration Division IQ, Transvaal, situated at Holding 605, Bruton Road, West Rand Holdings, held under Deed of Transfer T58551/89.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale; the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 30 (thirty) days from date of sale, the purchaser shall pay the auctioneer's charges on the day of sale and in addition, transfer duties, costs of transfer and arrear rates and taxes, water and light accounts and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.

Dated at Johannesburg this 11th day of July 1994.

Mendelow & Jacobs, Plaintiff's Attorneys, 15th Floor, Glencairn, 73 Market Street, Johannesburg; P.O. Box 6180, Johannesburg, 2000. (Tel. 29-2801.) (Ref. A. Jacobs/djl/F68.)

Or refer to the Sheriff for the Supreme Court, First Floor, Barclay Centre, Edward Avenue, Westonaria; P.O. Box 87, Westonaria, 1780. [Tel. (011) 753-2015.] (Ref. Mr Myburgh.)

Saak 5304/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Registrasienommer 05/01225/06), Eiser, en **Hendrik Bernarldus du Toit,** Eerste Verweerder, en **Carolina Wilhelmina du Toit,** Tweede Verweerder

Ingevolge uitspraak va bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 30 Mei 1994 sal hierdie ondervermelde eiendom geregtelik verkoop word op 26 Augustus 1994 om 10:00 te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl.:

Erf 218, Groblerpark-uitbreiding 34-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 818 (agthonderd-en-agtien) vierkante meter, gehou kragtens T46436/1992, bekend as Haggardstraat 969, Groblerpark-uitbreiding 34.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie.

Woonhuis onder betondak bestaande uit sitkamer, badkamer, drie slaapkamers, gang, kombuis, dubbel motorhuis en swembad.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 20ste dag van Julie 1994.

H. B. van der Merwe, vir Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Le Roux/50344.)

Saak 172/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Anania Jacob Mdhluli,** Eerste Verweerder, en **Idah Matlakala Mdhluli,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 26 Augustus 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1269, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL2212/90.

Grootte: 388 (driehonderd agt-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 25ste dag van Julie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/184/EJ.)

Saak 2098/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Victor Tola,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 12 van Erf 89, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T15165/90.

Grootte: 456 (vierhonderd ses-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Julie 1994.

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

Case 12026/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Solomon Buti Mdhluli,** First Defendant, and **Christina Portia Mdhluli,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 14 June 1994, the property listed hereunder will be sold in execution on Friday, 26 August 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 20481 (formerly 858), kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, known as Erf 858, kwaThema Extension 1, Springs.

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

Main building: Bricks under asbestos, plastered walls, residence comprising two bedrooms, kitchen, lounge, bathroom and toilet.

Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

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

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

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

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

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

Dated at Benoni on this the 20th 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. (Ref. HJF/Miss Narrendas.)

Case 10271/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kouklinos Persnal Holdings CC** (No. CC89/11499/23), Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 27 June 1994, the property listed hereunder will be sold in execution on Wednesday, 31 August 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 4966, Northmead Extension 9 Township, Registration Division IR, Transvaal, measuring 919 (nine hundred and nineteen) square metres, known as 16 Plumbago Street, Northmead, Benoni.

The property is unimproved.

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

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

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

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

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

Dated at Benoni on this the 19th 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. (Ref. HJF/Miss Narrendas.)

Case 6825/93

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

In the matter between **NBS Bank Ltd,** formerly trading as Natal Building Society Ltd (Reg No. 87/01384/06), Plaintiff, and **Gladys Sylvia Segolo,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 August 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1559, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 1559 Roetsdrive Street, Vosloorus Extension 2, Boksburg, measuring 336 (three hundred and thirty-six) square metres.

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

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

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 18th day of July 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/NB7651.)

Case 16876/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Smith, Pieter Francios,** 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, Boksburg, at 182 Leeuwpoort Street, Boksburg, on 19 August 1994 at 11:15, 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, Boksburg, prior to the sale:

Certain Portion 5 of Erf 109, Boksburg West Township, Registration Division IR, Transvaal, situated at 2B Ross Street, Boksburg West, Boksburg, being the domicilium citandi et executandi, measuring 1 587 (one thousand five hundred and eighty-seven) square metres.

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

Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, family room, bar, three bedrooms, two bathrooms, kitchen, scullery, laundry, servants' quarters and w.c., double garage, carport, pool and change rooms, thatch, paved driveway and precast and brick walling on three sides.

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 18th day of July 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Christodoulou/UD0005.)

Case 5683/93

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division) (86/04794/06), Plaintiff, and **Kerneels Rooibaard,** First Defendant, and **Katryna Rachel Rooibaard,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 August 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 185, Delmore Park Extension 2 Township, situated on 10 Slinger Street, Delmore Park Extension 2, District of Boksburg, measuring 299 (two 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 lounge, two bedrooms, bathroom, w.c. and 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 18th day of July 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6153/Mrs Teixeira.)

Case 14608/94

PH104

IN THE SUPREME COURT OF SOUTH ARICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Groenewald, Marthunis Johannes,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 26 August 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Portion 5 (portion of Portion 4) of Erf 136, situated in the Township of Witfield, Registration Division IR, Transvaal, being 30 Staats Street, Witfield, Boksburg, measuring 1 083 (one thousand 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 iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising garage, carport, servant's room and toilet.

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

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

Dated at Johannesburg on this the 22nd day of July 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.186.)

Case 19323/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mapalakanye Lucas Sekgobela,** 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, Mkobola, in front of the Magistrate's Office, Kruger Street, Bronkhorstspruit, on Friday, 26 August 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Office, Kruger Street, Bronkhorstspruit, and which will be read out prior to the sale in execution:

Erf 3652, situated in the Township of Ekangala D in the District of Mkobola, measuring 290 (two hundred and ninety) square metres, held under Deed of Grant 10/91, known as 3652 Ekangala Zone D.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling-house comprising lounge, kitchen, two bedrooms, bathroom 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 days from the date of sale.

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 22nd day of July 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA2328 (A).]

Case 10543/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mafihle Phineas Mathabatha,** First Defendant, and **Ramsane Sabina Mathabatha,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Mkobola, in front of the Magistrate's Office, Kruger Street, Bronkhorstspruit, on Friday, 26 August 1994 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the Magistrate's Office, Kruger Street, Bronkhorstspruit, and which will be read out prior to the sale in execution:

Erf 3485, situated in the Township of Ekangala D in the District of Mkobola, measuring 215 (two hundred and fifteen) square metres, held under Deed of Grant 307/91, known as 3485 Ekangala D, Ekangala D.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling-house with tiled roof consisting of lounge, kitchen, two bedrooms and bathroom/toilet/handbasin. The property is fenced in.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 22nd day of July 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA2236 (B).]

Case 12180/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ananias Moropa,** First Defendant, and **Fikile Edna Mary Jane Moropa,** Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 25 August 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 Stand 1995, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 231 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL85434/91.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1716.)

Sheriff's Reference: Mnr. N. C. H. Bouwman. [Tel. (016) 21-3400.]

Case 10013/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lindiwe Lena Mangwele N.O.,** in her capacity as Executrix in estate late **Mvuyo Ernest William Mangwele,** Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Pollock Street, Randfontein, on 26 August 1994 at 14:15:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 40 Park Street, Randfontein.

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 4945, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 260 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL45746/1991, known as Erf 4945, Mohlakeng Extension 3 Township.

Improvements: Lounge, three bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1574.)

Case 10659/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacobus Frederik Cilliers,** First Defendant, and **Laseia Christina Cilliers,** Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Ermelo, on 1 September 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, G F Botha & Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo.

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

Property: Remaining extent of Erf 336, Ermelo, Registration Division IT, Transvaal, measuring 1 428 square metres, held by virtue of Deed of Transfer T28852/91, known as 36 Ennis Street, Ermelo.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1652.)

Case 8705/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Oupa Joseph Baas,** First Defendant, and **Mornesi Alinah Baas,** Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 26 August 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 47 Stasie Street, Oberholzer.

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

Property: Erf 186, situated in the Township of Khutsong Extension 1, Registration Division IQ, Transvaal, measuring 388 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL16473/1990.

Improvements: Lounge, two bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1566.)

Saak 8750/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **O'Connor Charles,** Identiteitsnommer 5405065218105, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 24 Augustus 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 94, geleë in die Rooihuiskraal-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 055 (eenduisend vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T31540/1985.

Hierdie eiendom is geleë te Maraboestraat 13, Rooihuiskraal.

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

Konstruksie: Baksteenwoning, komposisiebord, novilon en matte en teëldak.

Buitegeboue: Dubbelmotorhuis, bediendekamer, toilet en lapa.

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 25ste dag van Julie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1076.)

Saak 22616/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom,** Eiser, en **P. J. van Biljon,** Verweerder

Geliewe kennis te neem dat die bogemelde Verweerder se onroerende eiendom bekend as:

Deeltitel Eenheid 22, Oakridge, Weltevredenpark-uitbreiding 9, distrik Roodepoort, geleë te Ouhoutstraat 54, Weltevredenpark-uitbreiding 9, bestaande uit 'n woonstel met gepleisterde mure onder 'n teëldak met 'n sitkamer, twee slaapkamers, twee badkamers en kombuis, groot 75 vierkante meter, tesame met uitsluitlike gebruik van parkeerplek P22, groot 15 vierkante meter.

In eksekusie verkoop sal word by die Balju vir die distrik Roodepoort, op 26 Augustus 1994 om 10:00, te die verkoopkamers van die Balju, Progressweg 182, Technikon, distrik Roodepoort.

Die voorwaardes van die verkoping kan besigtig word by bogenoemde kantore van die Balju, Roodepoort, gedurende kantoorure.

Geteken te Pretoria hierdie 27ste dag van Julie 1994.

Gildenhuys Van der Merwe Ing., Prokureurs vir Eksekusiekrediteur, 15de Verdieping, Sanlam Plaza-Oos, Schoemanstraat 285, Pretoria. (Verw. Mnr. Quass/cs.)

Case 10016/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pieter Johannes Krynauw,** Defendant

A sale in execution of the undermentioned property is to be held at 42 Havenga Street, Witbank, on 26 August 1994 at 09:00:

Property: Portion 42 of Erf 5039, Witbank Extension 10 Township, Registration Division JS, Transvaal, measuring 620 square metres, held by virtue of Deed of Transfer T71505/93, known as 42 Havenga Street, Witbank.

Improvements; Two bedrooms, bathroom, kitchen, dining-room, lounge and garage.

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

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1628.)

Case 10667/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Riaan Anton Jacobs,** First Defendant, and **Johanna Hendrina Jacobs,** Second Defendant

A sale in execution of the undermentioned property is to be held at Erf 575, Riamarpark Extension 4 (known as 3 Aster Street, Riamarpark Extension 4, Bronkhorstspruit, on Friday, 2 September 1994 at 13:00:

Property: Erf 575, situated in the Township of Riamarpark Extension 4, Registration Division JR, Transvaal (known as 3 Aster Street, Riamarpark Extension 4, Bronkhorstspruit).

Improvements: Single storey, three bedrooms, two bathrooms, kitchen, lounge and two carports.

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

Full conditions of sale can be inspected at the Sheriff, Bronkhorstspruit, at 30 Mark Street, Bronkhorstspruit.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (021) 325-4185.] (Ref. B. du Plooy/LVDM/GT1654.)

Case 10753/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phillemon Magenzi Mdaka,** Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sako Mills, old Warmbaths Road, Bon Accord), on Friday, 16 September 1994 at 11:00:

Property: Portion 133, situated in the Township of Soshanguve HH, Registration Division JR, Transvaal.

Improvements: Single storey, three bedrooms, kitchen and lounge.

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

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1664.)

Case 1011/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shadrack Yende,** Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Courts Offices, Delville Street, Witbank, on Friday, 26 August 1994 at 10:00:

Property: Erf 1034, kwaGuqa Extension 3 Township, Registration Division JS, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

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

Full conditions of sale can be inspected at the Sheriff, Witbank, at 3 Rhodes Street, Witbank.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1635.)

Case 11603/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Andrew Klaas Ndhlovu,** First Defendant, and **Eva Matlakala Ndhlovu,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 9 September 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff Wonderboom/Soshanguve at the above address.

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

Property: Leasehold Stand 369, Block GG, Soshanguve, Residential area of Soshanguve.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1675.)

Case 2507/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Peter Welbeloved Petros,** First Defendant, and **Elizabeth Maggie Petros,** Second Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Delville Street, Witbank, on Friday, 2 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Witbank at 3 Rhodes Street, Witbank.

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

Property: All right, title and interest in the leasehold in respect of Erf 860, situated in the Township of Phola, Registration Division IS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1244.)

Case 12164/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Majodzi Abel Ngengenene,** Defendant

A sale in execution of the undermentioned property is to be held at attorneys De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 25 August 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at Overvaal, 28 Kruger Avenue, Vereeniging.

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 3327, in the Stretford Township, Registration Division IQ, Transvaal (also known as Erf 3327, Palm Springs).

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1719.)

Case 32237/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Nene, Blue Boy Lesley,** 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 29 June 1994, will be sold in execution on Thursday, 8 September 1994 at 10:00, in front of the offices of the Sheriff at 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 16093, Diepkloof Township, Registration Division IQ, Transvaal, in extent 365 (three hundred and sixty-five) square metres, situated at Erf 8809 (16093), Diepkloof, Zone 3, Johannesburg.

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

Residence, single storey dwelling, detached.

Walls: Brick, plaster and paint.

Roof: Tiles.

Floor: None.

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

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

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

Dated at Johannesburg on the 21st day of July 1994.

De Villiers & Co., Nineth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/846.)

Case 06405/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Maseko Louis,** First Defendant, and **Maseko Constance Zanele,** 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 21 June 1994, will be sold in execution on Thursday, 26 August 1994 at 10:00, in front of the offices of the Sheriff of Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder:

Erf 421, Mmesi Park Township, Registration Division IQ, Transvaal, in extent 409 (four hundred and nine) square metres, situated at 421 Mmesi Park, Dobsonville North, Roodepoort.

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

Residence, single-storey dwelling, detached.

Walls: Brick.

Roof: Tiles.

Floor: Fitted carpets.

Rooms: Lounge, two bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

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

Dated at Johannesburg on the 21st day of July 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. Docex: DX.571. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/1008.)

Case 30651/93
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 **Sudding, Don Cornel,** 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 23 August 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 505, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 square metres, held under Deed of Transfer T825/74, situated at 48 Le Maitre Street, Brackenhurst.

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

Main building: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. Brick, plaster and painted walls. Carpet and tiled floors. Herculite ceiling and high pitched tiled roof.

Outbuildings: Outbuildings consists of garage, servant's room, toilet 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 are 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 this 30th day of June 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/F118.)

Saak 830/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited,** Eiser, en **Weynek Boerdery Beleggings BK,** 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, Moffatstraat, Warmbad, op 19 Augustus 1994 om 11:00, 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 plaas Weynek 505, Registrasieafdeling KQ, Transvaal, groot 3215,7537 (drieduisend tweehonderd-en-vyftien komma sewe vyf drie sewe) hektaar, onderworpe aan sekere voorwaardes, asook die voorbehoud van minerale regte, en gehou kragtens Akte van Transport T26287/1977.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit twee oop staalskure met sinkdak.

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 25ste dag van Julie 1994.

N. H. Barnaschone, vir Claude Reid, Prokureur vir Eiser, UBS-gebou, Maitlandstraat, Bloemfontein; Posbus 277, Bloemfontein.

Case 6160/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Boland Bank Limited,** Plaintiff, and **Gulverwell Projects (Pty) Ltd,** First Defendant, **Gipsywayst (Pty) Ltd,** Second Defendant, and **Culverwell, Allan Montague,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesrooms of the Sheriff of the Supreme Court for Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 23 August 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 will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Certain Erf 1285, Alberton Extension 29 Township, Registration Division IR, Transvaal, situated at 59 Radio Street, Alberton North, measuring 1,1653 hectares.

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

Undeveloped stand zoned for business purposes.

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 R100 (one hundred rand).

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

P. J. de Wet, for Smith, De Wet & Partners, Plaintiff's Attorneys, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg, 2000. (Tel. 337-6120.)

P. J. de Wet. (Tel. 337-6120.)

Saak 6681/91

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

In die saak tussen **Volkskas Bank Beperk,** Eiser, en **Moloko Solomon Matloha,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief vir eksekusie, sal die onroerende eiendom soos hieronder genoem by openbare veiling verkoop word op 26 Augustus 1994 om 11:00, deur die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) vir kontant aan die hoogste bod:

7754 Mamelodi, Registrasieafdeling JR, Transvaal, groot 290 vierkante meter, Titelakte TL41370/1991.

Die woonhuis bestaan uit drie slaapkamers, badkamer, aparte toilet, sitkamer, kombuis, eetkamer, opwaskamer, garage, bediendekamer, buitetoilet, matte in die sitkamer, slaapkamers en eetkamer, teëls in die kombuis en badkamer, sement in die opwaskamer (waarvan egter geen waarborg gegee word nie).

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 25ste dag van Julie 1994.

Haupt & Gerneke, hoek van Generaal De Wet- en Burgerstraat, Pretoria-Noord. (Verw. mev. Snyman DV0123.)

Saak 6668/92

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

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **Oupa Job Maleka,** Eerste Verweerder, en **Tsakane Jeanette Maleka,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 26 Augustus 1994 om 11:00 per publieke veiling deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord verkoop word:

21685 Mamelodi-uitbreiding 3, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi, gehou kragtens Grondbrief TL89785/88, grootte 455 (vierhonderd vyf-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 12de dag van Julie 1994.

Haupt & Gerneke, hoek van Generaal De Wet- en Burgerstraat, Pretoria-Noord. (Verw. EB0420.)

Saak 1089/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Metro Ltd** (handeldrywende as Trade Centre Pretoria), Eiser, en **S. G. Mutswaletswale** (handeldrywende as Mutswaletswale), Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief vir eksekusie, sal die onroerende eiendom soos hieronder genoem by openbare veiling verkoop word op 26 Augustus 1994 om 11:00, deur die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) vir kontant aan die hoogste bod:

Erf 2665, Blok L, Soshanguve, Registrasieafdeling JR, Transvaal, groot 387 vierkante meter, Titelakte T49286/1992.

Die woonhuis bestaan uit drie slaapkamers, badkamer, aparte toilet, sitkamer, kombuis, eetkamer, kombuisvloer en badkamervloer bedek met teëls, sitkamer, slaapkamers en eetkamer bedek met matte en garage (waarvan egter geen waarborg gegee word nie).

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Soshanguve hierdie 27ste dag van Julie 1994.

Haupt & Gerneke, p.a. 489 Blok G, Soshanguve. (Verw. mev. Snyman EF0208.)

Saak 451/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg,** Eiser, en **G. C. Knoetze,** Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 21 April 1993, sal die volgende eiendom te Sesde Straat 12, Lichtenburg, per publieke veiling verkoop word op Vrydag, 9 September 1994 om 10:00:

Gedeelte 1 van Erf 1749, geleë in die dorpsgebied Lichtenburg, met straatadres van Sesde Straat 12, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 2 158 (tweeduisend eenhonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T28182/81.

'n Woonhuis bestaande uit: Drie slaapkamers, kombuis, eetkamer, badkamer met toilet, sitkamer, motorhuis en 'n bediendetoilet met 'n wasbak.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45; Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 15de dag van Julie 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S198/mdk.)

Saak 4332/92

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

In die saak tussen **R. D. F. Motlhamme,** Eiser, en **M. J. Skosana,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 3 Oktober 1992, en 'n lasbrief vir eksekusie, word die volgende onroerende eiendom in eksekusie verkoop op 26 Augustus 1994 om 11:00, by die Kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Huis en Erf 9126, Mamelodi-uitbreiding 2, voorheen bekend as Erf 1650, Mamelodi-uitbreiding 2, Registrasieafdeling JR, Diagramnommer HD1093 L816/85, grootte 350 vierkante meter, Titelnommer TL33262/1991, fisiese adres, Erf 9126, Mamelodi-uitbreiding 2.

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

Reserwe prys: Die reserweprys sal wees R45 497,73.

Verbeterings: Aanhangsel "A"

Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Onbekend.
2. *Dak:* Onbekend.
3. *Woning bestaan uit:* Drie slaapkamers, sitkamer, kombuis, badkamer, eetkamer, aparte toilet.
4. *Vloerbedekking:* Slaapkamers—teëls, sitkamer—teëls, kombuis—teëls, badkamers—teëls, eetkamer—teëls.
5. *Buitegeboue:* Geen.

Verbeterings word gegee, maar nie gewaarborg nie.

Die eiendom staan ook bekend as Erf 9126, Mamelodi-uitbreiding 2.

Terme: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord op hierdie 27ste dag van Julie 1994.

Smuts, Uys & Van der Schyff, Prokureurs vir Vonnisskuldeiser, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Pretoria-Noord. (Tel. 546-2331/2.) (Verw. J. van der Schyff/BF/153-F00043.)

Case 8974/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Wessel Johannes Seyffert,** First Defendant, and **Maresa Seyffert,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 26 August 1994 at 10:00, of the following property:

Erf 1067, Del Judor Extension 4 Township, Registration Division JS, Transvaal, measuring 1 413 (one thousand four hundred and thirteen) square metres, held by the defendants under Deed of Transfer T59287/92.

This property is situated at 27 Frieda Street, Del Judor Extension 4, Witbank, Transvaal.

The property is improved as follows: Entrance hall, dining-room, study, two bathrooms/toilet, scullery, patio and braai area, lounge, kitchen, three bedrooms, laundry, double garage, servants' quarters with toilet and shower.

Single-storey dwelling-house (no guarantee is given as to the nature and extent of the property or as to the improvements on the property).

The full conditions of sale can be inspected at the Sheriff's offices at 3 Rhodes Street, Witbank, Transvaal.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 20795/92

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

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

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria East, at 142 Struben Street, Pretoria, on 24 August 1994 at 10:00, of the following property:

Portion 53, of Erf 2543, Garsfontein Extension 10 Township, Registration Division JR, Transvaal, measuring 1 112 (one thousand one hundred and twelve) square metres, held by the Defendant under Deed of Transfer T54223/88.

This property is situated at 484 Retreiver Street, Garsfontein, Extension 10, Pretoria.

The property is improved as follows: Two bedrooms, kitchen, dining-room, swimming-pool, bathroom/toilet, lounge and garage.

Single -storey dwelling-house (no guarantee is given as to the nature and extent of the property or as to the improvements on the property).

The full conditions of sale can be inspected at the Sheriff's offices at 142 Struben Street, Pretoria.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EG.)

Case 7176/94

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

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Esaias Christoffel Philippus Nothnagel,** First Defendant, and **Helena Alberta Nothnagel,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Boksburg, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, Transvaal, on 26 August 1994 at 11:15, of the following property:

Erf 1607, Dawn Park Extension 25 Township, Registration Division IR, Transvaal, measuring 922 (nine hundred and twenty-two) square metres, held by the Defendants under Deed of Transfer T17948/90.

The property is situated at 14 Galahad Street, Dawn Park, Boksburg, Transvaal.

The property is improved as follows: Lounge, dining-room, three bedrooms, bathroom/toilet/shower, family room, kitchen, bathroom and toilet. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 182 Leeuwpoort Street, Boksburg.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 15759/93

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

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Aaron Solani Mnyela,** 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 26 August 1994 at 10:00, of the following property:

Erf 227, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer T60390/1989.

This property is situated at 227 Naret Street, kwaGuqa Extension 2 Township, Witbank, Transvaal.

The property is improved as follows: Lounge, two bedrooms, kitchen, bathroom and toilet. Single -storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at 3 Rhodes Street, Witbank, Transvaal.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 4427/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Roger Neil Hext,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 26 August 1994 at 11:00, of the following property:

Erf 161, Ninapark Extension 2 Township, Registration Division JR, Transvaal, measuring 1 323 (one thousand three hundred and twenty-three) square metres, held by the Defendant under Deed of Transfer T64434/1991.

This property is situated at 59 Koestertjie Street, Ninapark Extension 2, Akasia.

The property is improved as follows: Three bedrooms, kitchen, family room, two garages, two bathrooms, lounge, dining-room and swimming-pool. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Case 10031/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale by public auction without a reserve price will be held by the Sheriff Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 26 August 1994 at 11:00, of the following property:

Holding 80, Bon Accord Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,1414 (two comma one four one four) hectares, held by the Defendant under Deed of Transfer T84423/1991.

This property is situated at Plot 80, Bon Accord, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, two garages, granny flat, two bathrooms/toilets, lounge, study and separate toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Case 19913/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Mahlangu Herman Khoza,** First Defendant, and **Mama Susan Khoza,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 26 August 1994 at 11:00, of the following property:

Erf 7955, Mamelodi Township, Registration Division JR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL50234/88.

This property is situated at Stand 7955, Section F, Mamelodi West.

The property is improved as follows:

Lounge/dining-room, five bedrooms, bathroom/toilet, toilet and wash basin, kitchen and garage.

Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/eg.)

Case 10125/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Fannie Moses Maimela,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North West, at Room 603, Olivetti Building, corner of Pretorius and Schubart Streets, Pretoria, on 25 August 1994 at 10:00, of the following property:

Erf 6431, Saulsville Township, Registration Division JR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL23897/91.

This property is situated at Stand 6431, Saulsville, Pretoria.

The property is improved as follows:

Bedroom, kitchen, lounge and bathroom/toilet.

Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Room 202, Olivetti Building, corner of Pretorius and Schubart Streets, Pretoria.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/eg.)

Case 8657/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom,** Plaintiff, and **Teboho Petrus Mofokeng,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 24 August 1994 at 10:00, of the following property:

Erf 637, Thuthukani Township, Registration Division IS, Transvaal, measuring 352 (three hundred and fifty-two) square metres, held by the Defendant under Deed of Transfer T39632/91.

This property is situated at Stand 637, Thuthukani Township, Standerton, Transvaal.

The property is improved as follows:

Lounge, kitchen, three bedrooms and bathroom/toilet.

Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 17 Caledon Street, Standerton, Transvaal.

Dated at Pretoria on this the 28th day of July 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Case 25625/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Hendrik Lourens Marthinus Du Plessis Pretorius,** First Defendant, and **Anna Chaterina Pretorius,** Second Defendant

A sale in execution will be held on Friday, 26 August 1994 at 11:00, by the Sheriff for Cullinan, in front of the Magistrate's office, Cullinan, of:

Erf 451, in the Town of Rayton, Registration Division JR, Transvaal, in extent 1 115 square metres, known as 53 Kelfkin Street, Rayton.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, four bedrooms, two bathrooms, toilet, double garage and outside toilet.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspruit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392371/JAA/J S Herbst.)

Case 35333/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Richard Claude Rademeyer,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 24 August 1994 at 10:00, of:

Erf 264, Valhalla Township, Registration Division JR, Transvaal, measuring 1 692 square metres, known as 60 Finus Street, Valhalla.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two carports and store and outside toilet.

Inspect conditions at the Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-409826/JAA/J S Herbst.)

Case 39773/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Richard Claude Rademeyer,** First Defendant, and **Tercia Rademeyer,** (in her capacity as Surety), Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 24 August 1994 at 10:00, of:

Erf 64, Valhalla Township, Registration Division JR, Transvaal, measuring 16 972 square metres, known as 20 Bergen Road, Valhalla.

Particulars are not guaranteed:

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, laundry, double garage, staff room, toilet, lapa and swimming-pool.

03841003 Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-409826/JAA/J S Herbst.)

Case 16194/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mpho Bethuel Ngobeni,** First Defendant, and **Maria Ngobeni,** Second Defendant

A sale in execution will be held on Thursday, 25 August 1994 at 10:00, by the Sheriff for the Supeme Court, North-West at Olivetti House 603A, corner of Schubart and Pretorius Streets, Pretoria, of:

All right, title and interest in the leasehold in respect of Erf 7865 in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, in extent 330 (three hundred and thirty) square metres, known as R.O.W. Erf 7865, Atteridgeville Extension 3.

Particulars are not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, North-West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-414146(379742)/JAA/M. Oliphant.)

Case 27526/91

IN THE MAGISTRATE'S COURT OF PRETORIA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Boy-Boy Joseph Monama,** Defendant

A sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 25 August 1994 at 10:00:

All right, title and interest in the leasehold in respect of Erf 7087 in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 310 (three hundred and ten) square metres, known as 57 Mosetle Street, Atteridgeville.

Particulars are not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, one bedroom and bathroom.

Inspect conditions at Sheriff, Pretoria North-west, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) [Ref. N1/B-401383(347324)/JAA/M. Oliphant.]

Case 20293/80

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **James Alexander Short,** Defendant

A sale in execution will be held on Wednesday, 24 August 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, of:

Remaining Extent of Erf 695, situated in the Township of Brooklyn, Registration Division JR, Transvaal, in extent 1117 square metres, known as 275 Clarke Street, Brooklyn.

Particulars are not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, study, three bedrooms, two bathrooms, pantry, scullery, separate toilet, flatlet, double carport, store-room and staff room.

Inspect conditions at Sheriff for the Supreme Court, Pretoria East, 142 Struben Street, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-397590/JAA/M. Oliphant.)

Saak 9811/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Bpk.** (62/00738/06), Eiser, en **Charles Porter Cholwich,** ID. 5211055084006, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 31 Augustus 1994 om 10:00, deur die Balju vir die Hoggeregshof, Evander, gehou te die perseel, Krokodilrivierweg 51, Secunda-uitbreiding 9, Secunda, Transvaal, aan die hoogste bieder:

Erf 4494, Secunda-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 911 vierkante meter, gehou kragtens Akte van Transport T3041/86.

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

Straatadres: Krokodilrivierweg 51, Secunda-uitbreiding 9, Secunda, Transvaal.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, kroegkamer, kombuis, twee badkamers, twee motorafdakke, bediendekamer met badkamer en toilet, waskamer, werkskamer, steenmuuromheining, steenplaveisel en swembad.

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, Evander, Eerste Verdieping, Lastindagebou, Evander.

Gedateer te Pretoria hierdie 28ste dag van Julie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9132/93/BVDM.)

Case 23385/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dianne Estelle Alberts,** First Defendant, and **George Wilkie Alberts,** in his capacity as Surety, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 24 August 1994 at 10:00:

Erf 1388, Waterkloof Ridge Extension 2 Township, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 438 Cliff Avenue, Waterkloof Ridge Extension 2.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms and two toilets, double garage and two carports, staff room, toilet and laundry.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x313.) (Ref. N1/B-366586/JAA/M. Oliphant.)

Case 3353/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Adriaan Jonker,** 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, 26 August 1994 at 11:00:

Erf 6, in the Township Doornpoort, Registration Division JR, Transvaal, measuring 1 149 square metres, known as 316 Peerboom Street, Doornpoort.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom, carport.

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-404882/JAA/M. Oliphant.)

Case 04194/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Olszewski: John Dallas Sydney,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 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 518, Jeppestown Township, Registration Division IR, Transvaal.

Situation: 61 and 61A Karl Street, Jeppestown.

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

Improvements (not guaranteed): Two semi-detached dwellings each consisting of two bedrooms, bathroom, kitchen, lounge and under iron roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR47E/mgh/tf.)

Case 21289/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kretzen: Johanna Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 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 249, Troyeville Township, Registration Division IR, Transvaal.

Situation: 30 Wilhelmina Street, Troyeville.

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

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, lounge, garage, carport, jacuzzi, staff quarters, property enlcosed and under iron roof.

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

Dated at Johannesburg on this the 19th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR215E/mgh/tf.)

Case 02393/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Buskin: Alan,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: 1. Erf 488, Orange Grove Township, Registration Division IR, Transvaal.

Erf 490, Orange Grove Township, Registration Division IR, Transvaal.

Situation: 1. 15 Hope Road, Orange Grove.

2. 17 Hope Road, Orange Grove.

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

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

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, four studies, three bedrooms, two bathrooms, toilet, kitchen, two garages, two carports, swimming-pool, under tiled and 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 centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 19th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR344E/mgh/tf.)

Case 30560/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Da Silva: Alberto Ferreira,** 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, 25 August 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 417, Regents Park Estate Township, Registration Division IR, Transvaal.

Situation: 86 North Road, Regents Park.

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

Improvements (not guaranteed): Three bedrooms, 1,5 bathrooms, kitchen, lounge/dining-room, garage, under iron roof, staff quarters with ablutions.

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

Dated at Johannesburg on this the 19th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV129E/mgh/tf.)

Case 15545/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Calcaterra: Lucia Cecilia,** 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 North, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: 1. Remaining extent of Erf 1051, Houghton Estate Township, Registration Division IR, Transvaal.

2. Erf 2310, Houghton Estate Township, Registration Division IR, Transvaal.

Situation: 25 Rose Road, Houghton Estate.

Area: 1. 4 011 (four thousand and eleven) square metres.

2. 8 (eight) square metres.

Improvements (not guaranteed): A vacant stand.

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

Dated at Johannesburg on this the 12th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. RK10E/mgh/tf.)

Case 32546/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerber: Adéle Julia,** 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, 25 August 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 1217, Mondeor Township, Registration Division IR, Transvaal. *Situation:* 328 Delorme Road, Mondeor, area 1 096 (one thousand and ninety-six) square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, swimming-pool, under tiled roof, staff quarters with outside ablutions, property enclosed.

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

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

Maisels Smit & Lowndes, Attorney for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV138E/mgh/tf.)

Case 10051/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rambao: Mantoa Norah,** 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 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 27439, Meadowlands Township, Registration Division IQ, Transvaal. *Situation:* Erf 3138, Zone 10 (previoulsy known as 27439), Meadowlands, area 195 (one hundred and ninety-five) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, garage, under iron roof, staff quarters.

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

Dated at Johannesburg on this the 12th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ37E/mgh/tf.)

Case 01708/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Parkes: Derek Andrew,** First Defendant, and **Parkes: Maria Ann,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 26 August 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 a unit consisting of Section 5, as shown and more fully described on Sectional Plan SS141/1991, in the scheme known as Marlou, in respect of the land and building or buildings situated at Florida Lake Township, Roodepoort Township, of which section the floor area, according to the said sectional plan is 65 (sixty-five) square metres in extent, and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation: Flat 2, Marlou, corner Westlake and Sandpiper Streets, Florida Lake, Roodepoort.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, lounge/dining-room, carport, under iron roof, property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT23E/mgh/tf.)

Case 15375/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lister: Daniel Stephanus,** First Defendant, and **Lister: Aletta Johanna,** 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, Krugersdorp, at Ockerse and Rissik Streets, Klaburn Court 22B, Krugersdorp, on Wednesday, 24 August 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 900, West Krugersdorp Township, Registration Division IQ, Transvaal. *Situation:* 75 Karl Street, West Krugersdorp, Krugersdorp, area 595 (five hundred and ninety-five) square metres.

Improvements (not guaranteed): Two lounges, dining-room, five bedrooms, three bathrooms, two kitchens, garage, under iron roof, property enclosed, staff quarters.

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

Dated at Johannesburg on this the 19th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT51E/mgh/tf.)

Case 24193/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Viljoen: Francois Gerhardus Petrus,** First Defendant, and **Beyl: Laura Irene,** 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, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 25 August 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 732, Bezuidenhout Valley Township, Registration Division IR, Transvaal. *Situation:* 66 8th Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, enclosed porch, garage/store-room, under iron roof, staff quarters with ablutions, property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR147E/mgh/tf.)

Case 15094/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Franks: Philip David,** First Defendant, and **Odendaal: Cheryl Anne,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 26 August 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 2026, Florida Extension 4 Township, Registration Division IQ, Transvaal. *Situation:* 27 Ena Street, Florida Extension 4, area 1 041 (one thousand and forty-one) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, three bedrooms, bathroom, kitchen, garage, under iron roof, property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT49E/mgh/tf.)

Case 12114/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Theron Henry Patrick,** First Defendant, and **Theron Desere,** 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 56 12th Street, Springs, on Friday, 19 August 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs:

Holding 205, Vischkuil Agricultural Holding Extension 1 Township, Registration Division IQ, Transvaal, measuring 1,6220 (one comma six two two nought) hectares, held by the Defendants under Deed of Transfer T72299/1990, being Plot 205, Fourth Street, Vischkuil, Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, three bedrooms, bathroom/w.c., kitchen, scullery, double garage and two rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z47250/FCLS/Mr Brewer/djl.)

Case 1054/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Snelplan (Pty) Limited,** 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, 25 August 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 Building, President Street, Germiston:

Remaining Extent of Erf 126, Elandshaven Township, Registration Division IR, Transvaal, measuring 554 (five hundred and fifty-four) square metres, held by the Defendant under Deed of Transfer T17553/90, being 32 Bonza Bay Street, Elandshaven.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., and separate shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 14th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78691/Ms Isola/plr.)

Case 10341/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Dlamini Sigidi Benjamin,** First Defendant, and **Dlamini Sibongile Josephine,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 August 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 9484, Dobsonville Extension E Township, Registration Division IQ, Transvaal, measuring 275 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL8158/1989, being 9484 Dobsonville Extension 3, Roodepoort.

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

The dwelling consists of lounge, two bedrooms, kitchen and bathroom/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).

Signed at Johannesburg on the 21st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z23094/FCLS/Mr Brewer/djl.)

Case 34011/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Makhubu Sibongile Alice N.O.,** 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 Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

The right of leasehold in respect of Erf 7736, Dobsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 330 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL12736/1986, being 7736 Dobsonville Extension 2, Roodepoort.

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

The dwelling consists of lounge, dining-room, bathroom/w.c., three bedrooms, kitchen and garage.

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

Signed at Johannesburg on the 21st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61952/FCLS/Mr Brewer/djl.)

Case 10429/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Heldt Reinhard,** 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 Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 August 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 3949, Weltevreden Park Extension 30, Registration Division IQ, Transvaal, measuring 1 000 m^2, held by the Defendant under Deed of Transfer T40621/1987, being 48 Matumi Avenue, Weltevreden Park.

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

The dwelling consists of lounge, family room, dining-room, four bedrooms, four bathrooms, passage, two kitchens, swimming-pool and double 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).

Signed at Johannesburg on the 21st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92892/Ms Isola/cvdn.)

Case 8382/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Silva Victor Manuel Goncalves,** First Defendant, and **Silva Isabel Rute Teixewira Trajano da Mata,** 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, 25 August 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 798, Regents Park Extension 5 Township, Registration Division IQ, Transvaal, measuring 496 m^2, held by the Defendants under Deed of Transfer T56931/1992, being 1 Wheatley Road, Regents Park Extension 5, Johannesburg.

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, single garage and outside w.c.

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

Signed at Johannesburg on the 1st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94993/Ms Isola/plr.)

Case 8377/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Harris Ivan,** First Defendant, and **Harris Enora Moriea,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 23 August 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 695, Edenpark Extension 1 Township, Registration Division IR, Transvaal, measuring 304 m², held by the Defendants under Deed of Transfer T1174/91, being 26 Passat Street, Edenpark Extension 1, Alberton.

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

The dwelling consists of lounge, dining-room, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 8th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94285/Ms Isola/hs.)

Case 5640/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Lange Phillip Robert,** First Defendant, and **De Lange Vivienne Dennies Sicily,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 23 August 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1492, Edenpark Extension 1 Township, Registration Division IR, Transvaal, measuring 417 m², held by the Defendants under Deed of Transfer T5576/91, being 27 Thames Street, Edenpark.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 8th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z57799/Ms Isola/hs.)

Case 2328/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Du Toit Abraham Petrus Christoffel,** First Defendant, and **Du Toit Cornelia Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 23 August 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 123, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T23282/75, being 12 Geelhout Street, Brackendowns.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, pantry, laundry, four bedrooms, bathroom/w.c./shower and bathroom/w.c. and servant's.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 8th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78697/Ms Isola/hs.)

Case 04267/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mahlangu Ntombi Mirriam,** 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, 25 August 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 West at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 1881, Dhlamini Township, Registration Division IQ, Transvaal, measuring 192 m^2, held by the Defendant under Deed of Transfer TL3666/91, being 1881 Dhlamini, Moroka.

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

The dwelling consists of lounge/dining-room, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 8th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z43283/Ms Isola/hs.)

Case 4453/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Erasmus Hendrik Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 26 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 0749, SE1, Vanderbijlpark Township, Registration Division IQ, Transvaal, measuring 892 m^2, held by the Defendant under Deed of Transfer T54672/1993, being 11 Christiaan de Wet Street, SE1, Vanderbijlpark.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, shower/w.c., kitchen, double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 11th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92982/FCLS/Mr Brewer/djl.)

Case 8396/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nuneham Investments CC,** First Defendant, and **Woodhead Neil Ivan,** 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 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 1848, Henley on Klip Township, Registration Division IR, Transvaal, measuring 4 063 m^2, held by the Defendants under Deed of Transfer T38421/1991, being 1848 Nuham Road, Henley on Klip, Vereeniging.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms/w.c., kitchen, scullery, shower/w.c., garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94543/FCLS/Mr Brewer/djl.)

Case 3404/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial 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 **Janina Modes CC,** First Defendant, **Johannes Jacobus van der Watt,** Second Defendant, and **Martina van der Watt,** 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 by the Sheriff of the Supreme Court at 10 Knowles Street, Wilkoppies Extension 4, Klerksdorp, on Wednesday, 24 August 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, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 442, Wilkoppies Extension 4 Township, Registration Division IP, Transvaal, measuring 1 538 m^2, held by the Defendants under Deed of Transfer T314/1991, being 10 Knowles Street, Wilkoppies Extension 4, Klerksdorp.

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

The dwelling consist of entrance hall, lounge, dining-room, four bedrooms, two bathrooms/w.c., kitchen, laundry, double garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 11th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92235/FCLS/Mr Brewer/djl.)

Case 94/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **George Petrus Muller,** First Defendant, and **Karin Maryna Muller,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 19 August 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 199, Oberholzer Township, Registration Division IQ, Transvaal, measuring 1 115 m^2, held by the Defendants under Deed of Transfer T2295/1988, being 43 Railway Street, Oberholzer.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, laundry, bathroom/shower/w.c., double garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 11th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90580/FCLS/Mr Brewer/djl.)

Case 7921/93
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 **Elsworthy, Valerie Rutherford,** First Defendant, and **Elsworthy, Trevor Neil,** 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, 25 August 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 478, Mulbarton Extension 1 Township, Registration Division IR, Transvaal, measuring 1 525 square metres, held by the Defendants under Deed of Transfer T50311/1992, being 20 Methwold Street, Mulbarton Extension 1, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c./shower, kitchen, scullery, laundry, three garages, servant's room, store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66761/Ms Isola/cvdn.)

Case 34388/93
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 **Jordaan, Melanie,** 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, 25 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Section 17, as shown and more fully described on Sectional Plan SS191/92, in the scheme known as Braleen Court in respect of the land and building or buildings situated at Turffontein Township, in the area of Johannesburg Local Authority 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, measuring 64 square metres, held by the Defendant under Deed of Transfer ST4557/1992, being 11 Braleen Court, 112 Donnelly Street, Turffontein.

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

The dwelling consists of entrance hall, lounge, kitchen, bedroom and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77548/Ms Isola/cvdn.)

Case 28865/93
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 **Botha, Josias Johannes Jacobus,** First Defendant, and **Mills-Davies, Christopher Martin,** 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, 25 August 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 137, Mondeor Township, Registration Division IR, Transvaal, measuring 2 184 square metres, held by the Defendants under Deed of Transfer T20025/1990, being 180 Endwell Street, Mondeor.

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

The dwelling consists of entrance hall, lounge, dining-room, study, three bedrooms, bathroom, separate w.c., kitchen, scullery, garage/carport, servant's room and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77055/Ms Isola/cvdn.)

Case 5966/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Bester, Cornelius Jacobus,** First Defendant, and **Van der Merwe, Helena Wilhelmina,** 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, 25 August 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 67, Unigray Township, Registration Division IR, Transvaal, measuring 660 square metres, held by the Defendants under Deed of Transfer T18453/1987, being 4 Sultan Street, Unigray, Rosettenville.

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

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom, separate w.c., kitchen, breakfast nook and servant's rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92826/Ms Isola/cvdn.)

Case 5367/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Brits, Paul Jacobus,** 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, 25 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 39, Elladoone Township, Registration Division IR, Transvaal, measuring 647 square metres, held by the Defendant under Deed of Transfer T5630/1993, being 17 Picardy Street, Unigray, Johannesburg.

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

The dwelling consists of entrance hall, lounge, three bedrooms, kitchen, bathroom/w.c., maid's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92842/Ms Isola/cvdn.)

Case 6424/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Franco, Lourenco Martins,** First Defendant, and **Franco, Sylvia Ann,** 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, 25 August 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 521, Kibler Park Township, Registration Division IQ, Transvaal, measuring 1 208 square metres, held by the Defendants under Deed of Transfer T433811/1987, being 13 Pierpont Drive, Kibler Park.

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., w.c./shower, jacuzzi, two garages, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93131/Ms Isola/cvdn.)

Case 26392/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **15 Olivia Road CC**, First Defendant, and **Schoon, Daniel Louis,** 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, 25 August 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 6, as shown and more fully described on Sectional Plan SS62/1981 in the building or buildings known as Cornice, situated at Berea Township in the area of Johannesburg Local Authority, measuring 140 square metres, held by the Defendants under Certificate of Registered Sectional Title ST62/1981 (6) (Unit), being Unit 6, Flat 6, Cornice, 15 Olivia Road, Berea.

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

The dwelling consists of lounge, dining-room, entrance hall, three bedrooms, bathroom/w.c., kitchen and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74692/Ms Isola/plr.)

Case 18292/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Erasmus, Anna Johanna Maria,** First Defendant, and **Erasmus, Stephanus Johannes,** 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, 25 August 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:

Holdings 177 and 179, Bolton Wold Agricultural Holdings Extension 1, Registration Division IR, Transvaal, measuring 2,5979 (Holding 177) and 2,5936 (Holding 179) hectares, held by the Defendants under Deed of Transfer T44486/91, being Plot 177 and 179, Bolton Wold Agricultural Holdings Extension 1.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/shower/w.c., separate bathroom/w.c., kitchen and outside granny flat.

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 30th day of June 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71988/Ms Isola/hs.)

Saak 7227/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Jacobus Johannes Helm,** Eerste Verweerder, en **Elize Helm,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 29 Junie 1994, sal die ondervermelde eiendom op Vrydag, 19 Augustus 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Erf 202, geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal, groot 496 vierkante meter, ook bekend as Sabiestraat 48, Randlespark, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde Bank- of bougenootskapwaarborg.

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

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

Gedateer te Klerksdorp op hierdie 18de dag van Julie 1994.

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

Case 34640/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cornelius, Richard,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton on Tuesday, 23 August 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1004, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 675 m^2, held by the Defendant under Deed of Transfer T21458/93, being 232 Delphinium Street, Brackendowns.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., seperate w.c., kitchen, garage and servant's room/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 30th day of June 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90344/Ms Isola/hs.)

Saak 16586/93

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

Allied Bank ('n Divisie van ABSA Bank Beperk), Eksekusieskuldeiser, en **Deon Jurgens Jacobs,** Eerste Eksekusieskuldenaar, en **Hazel Jacobs,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2025, Norkem Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportaktenommer gehou onder Titelakte T66635/91, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Stormsrivier-laan 38, Norkem Park-uitbreiding 4, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet en drie slaapkamers, alles onder 'n teëldak. Die eiendom is gedeeltelik omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 14de dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1085.)

Saak 6337/94

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

Allied Bank ('n Divisie van ABSA Bank Beperk), Eksekusieskuldeiser, en **Hendri Pieter Swart,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Gedeelte 3, soos meer breedvoerig omskryf word in Deeltitelplan SS5/85, in die skema bekend as Chaceley, geleë te Erf 197, Norkem Park-dorpsgebied, Registrasieafdeling IR, Transvaal, plaaslike owerheid Kempton Park, Transportaktenommer gehou onder Titelakte ST111481/92, grootte 133 (eenhonderd drie-en-dertig) vierkante meter, ook bekend as 3 Chaceley, Norkem Park.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, studeerkamer, familie/TV-kamer en eetkamer, alles onder 'n teëldak. Twee motorhuise, 'n motoroprit en 'n swembad. Die eiendom is omhein met vier betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 14de dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1181.)

Saak 51/94

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Jan de Klerk,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1025, Norkem Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportaktenommer gehou onder Titelakte T10842/93, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Groot Letabastraat 59, Norkem Park-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit gekombineerde sit/eetkamer, kombuis, badkamer, toilet, twee slaapkamers, alles onder 'n teëldak, twee motorhuise, motoroprit en 'n swembad.

Die eiendom is gedeeltelik omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 14de dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike No. 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/UT122.)

Case 6460/94

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

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Esther Steyn,** First Defendant, and **Willem Gysbert Steyn,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 13 June 1994, the following property will be sold in execution on Monday, 5 September 1994 at 10:00, at the Sheriff's Office, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz:

Erf 214, Rondebult Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres.

Property also known as 30 Maluti Street, Rondebult, Germiston.

Comprising lounge, dining-room, kitchen, two bathrooms, three bedrooms, two toilets, two garages, tiled roof and partly fenced.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Germiston, immediately prior to the sale may be inspected at his office at Du Pisanie Building, Joubert Street, Germiston.

Dated at Germiston on this the 26th day of July 1994.

A. L. Freedman, for M. Levine & Freedman, 201–5 United Building, 177 President Street, Germiston. (Ref. Mr Freedman/OS/30423.)

Case 7208/94

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

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Jacobus Lodewikus Jamneck,** Defendant

In pursuance of a judgment of the above Honourable Court dated 28 June 1994, the following property will be sold in execution on Monday, 5 September 1994 at 10:00, at the Sheriff's Office, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz:

Erf 576, Elsburg Extension 1 Township, Registration Division IR, Transvaal, measuring 1 004 (one thousand and four) square metres.

Property also known as 11 Maritz Street, Elsburg, Germiston.

Comprising lounge, dining-room, two bedrooms, kitchen, bathroom, toilet, zink roof and fencing.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Germiston, immediately prior to the sale may be inspected at his office at Du Pisanie Building, Joubert Street, Germiston.

Dated at Germiston on this the 26th day of July 1994.

A. L. Freedman, for M. Levine & Freedman, 201–5 United Building, 177 President Street, Germiston. (Ref. Mr Freedman/OS/30428.)

Case 836/94
PH 39

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mzawupheli Livingstone Mzolo,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Westonaria, in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 1616, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 404 (four hundred and four) square metres, held by Deed of Transfer T27878/1993, situated at Stand 1616, Lawley Extension 1.

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

Three bedroom house under corrugated iron with lounge, kitchen, single bathroom and no garage. The property is zoned residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated 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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Karolia-Surtees, Plaintiff's Attorneys, c/o Truter Crous Wiggill & Vos, Truvos Building, 88 Briggs Street, Westonaria. (Tel. 753-1188/9/0.) (Ref. SWK/MV/W04324 F213.)

Case 23244/92
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. 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 a reserve price will be held at the offices of the Deputy Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, on 25 August 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 546, 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. *Outbuildings:* Garage and paved driveway.

Constructed: Dwelling-house with tiled roof and with brick wall around the house.

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 calculted as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 18th day of July 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/F398.)

Case 65921/93
PH 125

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

In the matter between **Luigi Pisanello Knitwear CC,** trading as Dorian Knitting Mills, Plaintiff, and **Mike Richardson,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above-mentioned case dated 19 July 1993, and a warrant of execution dated 6 August 1993, a sale without reserve will be held at the Johannesburg Magistrate's Court, Fox Street entrance, on Friday, 26 August 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, Johannesburg East prior to the sale:

Unit 11 of Portion S184, SS Glenville Court, Savoy Estate Township, Johannesburg, measuring 73 square metres, held by Michael Charles Richardson, under Deed of Transfer ST79888/1993, zoning Residential.

Unit 21 of Portion S184, SS Glenville Court, Savoy Estate Township, Johannesburg, measuring 17 square metres, held by Michael Charles Richardson, under Deed of Transfer ST79888/1993, zoning Residential.

Terms and conditions of sale:

1. Terms: The purchase price shall be paid as 10% (ten per centum) thereof as at the time of sale unless otherwise agreed by the Execution Creditor and the Sheriff of the Court and the unpaid balance together with interest thereon at the rate of 18,5% (eighteen comma five per centum) per annum to date of payment within thirty days be paid or secured by a bank or building society guarantee. Should the Plaintiff be the purchaser no deposit will be paid.

2. *Conditions:* The full conditions of sale which shall be read out by the Sheriff of the Court immediately prior to the sale, may be inspected at the Sheriff's Office, at 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 12th day of July 1994.

M. V. Martini, For Cuzen & Woods, Plaintiff's Attorneys, Fifth Floor, RSA Centre, corner of Jorissen and Melle Streets; P.O. Box 32847, Braamfontein. (Tel. 339-6382.) (Docex 433.) (Ref. M. Martini/D158.)

Case 16274/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Denzil Emmanuel Bronkhorst,** First Defendant, and **Dorothy Pillay,** 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 by the Sheriff of Johannesburg at Lenasia North, 131 Marshall Street, Johannesburg, on 25 August 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 for the Supreme Court, prior to the sale:

Certain Erf 2191, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, area 275 square metres, situated at 150 Boeing Street, Eldoradopark Extension, Eldoradopark.

Improvements (not guaranteed): A house under asbestos roof consisting two bedrooms, bathroom, kitchen and lounge with brick walls around the property.

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

Dated at Johannesburg on this the 12th day of July 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 5344/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Kgagudi Seloane,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North, 131 Marshall Street, Johannesburg, on 25 August 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 for the Supreme Court, prior to the sale:

Certain unit comprising Section 54 and its undivided share in the common property in the San Michelle Sectional Title Scheme, area 76 square metres, situated at 114 San Michelle, 25 Ockerse Street, Hillbrow, Johannesburg.

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

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

Dated at Johannesburg on this the 30 day of June 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 27482/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Magabe, Morwana Bernard,** First Defendant, and **Magabe, Mama Josephine,** 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 of the Supreme Court, for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 23 August 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 for the Supreme Court, prior to the sale:

Certain Erf 501, Robindale Extension 1 Township, Registration Division IQ, Transvaal, area 1 190 square metres, situated at 111 Hans Stydom Drive, Robindale Extension 1, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets and fitted carperts/tiles. Outbuildings: Two garages, carport, two staff quarters with toilet and bath, two storerooms, swimming-pool, barbeque area patio, paved driveway and concrete walled boundary.

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

Dated at Johannesburg on this the 14th day of July 1994.

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/ij/N3066.)

Case 8687/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Le Roux, Paul Niclaas Harm,** First Defendant, and **Le Roux, Ester Henriëtta,** 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 of the Supreme Court, for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 23 August 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 for the Supreme Court, prior to the sale:

Certain Erf 222, Strijdompark Extension 1 Township, Registration Division IQ, Transvaal, area 1 648 square metres, situated at 14 Harry Sneech Street, Strijdompark Extension 1, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles: Lounge, dining-room, bar, kitchen, scullery, two bedrooms, bathroom and separate toilet. Floors: Fitted carperts/Ceramic tiles. Fenced boundary.

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

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

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/ij/N3345.)

Case 1859/92

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

In the matter between **Nedcor Bank,** previously known as Nedperm Bank Limited, Plaintiff, and **Lydia Sibeko,** Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 13 June 1994, the following property will be sold in execution on 2 September 1994 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest in and to her right of leasehold in respect of Erf 2697, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, held by Transfer TL34234/1988, situated at Erf 2697, Bekkersdal, Westonaria.

Improvements: Single-storey dwelling under iron roof comprising three bedrooms, toilet, kitchen and lounge, in regard to which however, nothing is guaranteed.

Terms:

1. R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. SWK MV W04365 N15/94.)

Case 1466/93

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

In the matter between **Nedcor Bank,** previously known as Nedperm Bank Limited, Plaintiff, and **Bekayeka Mafa,** First Defendant, and **Nontsekelelo Gertrudu Mafa,** Second Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 13 June 1994, the following property will be sold in execution on 2 September 1994 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest in and to the right of leasehold in respect of Erf 2719, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, held by Transfer TL30394/1988, situated at Erf 2719, Bekkersdal, Westonaria.

Improvements: Single-storey dwelling under iron roof comprising dining-room, three bedrooms, toilet and kitchen, in regard to which however, nothing is guaranteed.

Terms:

1. R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. SWK MV W04067 N14/94.)

Case 1595/92

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

In the matter between **Nedcor Bank,** previously known as Nedperm Bank Limited, Plaintiff, and **Rapule Patrick Meraba,** First Defendant, and **Yvonne Dekeledi Meraba,** Second Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 15 June 1994, the following property will be sold in execution on 2 September 1994 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest in and to her right of leasehold in respect of Erf 2724, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, held by Transfer TL48308/1991, situated at Erf 2724, Bekkersdal, Westonaria.

Improvements: Single-storey dwelling under iron roof comprising two bedrooms, toilet, kitchen and lounge/dining-room, in regard to which however, nothing is guaranteed.

Terms:

1. R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. SWK MV W04053 N126.94.)

Case 11005/93
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 **Germanus, Mrs. Jeanette,** 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on 26 August 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, 182 Progress Road, Technikon, Roodepoort:

Single storey, brick and plaster house, fully walled, situated at 2 Sport Street, Manufacta, Roodepoort.

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

Main building consisting of lounge, dining-room, large kitchen, scullery, four bedrooms and two bathrooms (m.e.s.).

Outbuildings: Large detached double garage and store-room, single storey domestic bedroom with en suite bathroom and toilet.

Property fully walled with swimming-pool and paved driveway.

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 guarantee to be furnished within 14 (fourteen) days from date of sale.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated the 14th day of July 1994.

Lazzara-Leicher, Ground Floor, Caxton House, 368 Jan Smuts Avenue, Craighall, c/o Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg. (Tel. 886-7920.) (Ref. Mr Leicher/mvo.)

Saak 35230/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Thomas Fransman,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Junie 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noordoos, op 30 Augustus 1994 om 10:00, die onderver-melde eiendom in eksekusie verkoop te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Hans Coverdale-Oos 132, Eersterus-uitbreiding 2, en word omskryf as Erf 299, geleë in die dorpsgebied Eersterus-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 397 (driehonderd sewe-en-negentig) vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en volvloermatte.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria hierdie 27ste Julie 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Case 1206/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly Allied Building Society Limited, Plaintiff, and **Patrick Farah,** First Defendant, and **Thelma Ann Farah,** Second Defendant

In pursuance of a warrant of execution dated 20 April 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 24 August 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2172, Benoni Township, Registration Division IR, Transvaal, measuring 1 190 (one thousand one hundred and ninety) square metres, held under Deed of Transfer T725/88.

Situated at 17 6th Street, Benoni.

Improvements: Entrance hall, lounge, three bedrooms, kitchen, bath/w.c./shower, garage, servant's room and outside w.c.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni, 12 Liverpool Park, Liverpool Road, Benoni South.

M. M. Weiner, Attorney for Plaintiff, First Floor, C. J. S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 54-6101.)

Saak 1262/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Kubeka, Sonnyboy Joseph,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning gedateer 19 April 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Progressweg 182, Technikon, Roodepoort, op 26 Augustus 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Roodepoort voor die verkoping ter insae sal lê:

Sekere reg, titel en belang in en tot huurpag in Erf 3266, Dobsonville-dorpsgebied, Registrasieafdeling IQ, Transvaal, gehou kragtens Sertifikaat van Geregistreerde Akte van Huurpag TL48346/88, groot 279 (tweehonderd nege-en-sewentig) vierkante meter.

Ook bekend as Perseel 3266, Dobsonville, Roodepoort.

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

'n Woonhuis op Erf 3266, bestaande uit drie slaapkamers, badkamer, gang, kombuis, enkelgarage, tuin, teëldak, gepleisterde mure, staalraamvensters en baksteenomheining.

Terme: 10% (tien persent) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 (twintig duisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) plus Belasting op Toegevoegde Waarde] in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 25ste dag van Julie 1994.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budget-gebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/1054.)

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, 25 August 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 centum) of the purchase price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case number: **7160/94.**

Judgment Debtor: **Frederick John Kyle.**

Property: Erf 1537, Van Riebeeck Park Extension 11 Township, Registration Division IR, Transvaal, situated at 14 Libra Street, Van Riebeeck Park Extension 11.

Improvements: Dwelling-house consisting of lounge, dining-room, family room, study, four bedrooms, three bathrooms and kitchen. Outbuildings consisting of servant's room, toilet, store-room, carport and stoep. (File Ref. LN3865/4.)

Case number: **8796/90.**

Judgment Debtors: **Temba Enock Sibiya and Mkitikho Lettie Sibiya.**

Property: Right of leasehold over Erf 595, Emfihlweni Township, Registration Division IR, Transvaal, situated at 595 Emfihlweni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet and two bedrooms. Outbuildings consisting of two outside rooms. (File Ref. L241/90.)

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street; P.O. Box 67, Kempton Park.)

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 25 August 1994 at 10:00.

Nedcor Bank Limited is the 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 centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on 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.

4. Improvements as set out hereunder are not guaranteed.

Case Number: **6504/94**

Judgment debtor/s: **Jabulani Joseph Habile**

Property: Right of leasehold over Erf 924, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 924, Maokeng Extension 1, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MH0028.

Case Number: **6813/94**

Judgment debtor/s: **Masetane Daniel Manyaka**

Property: Right of leasehold over Erf 53, Tsenolong Township, Registration Division IR, Transvaal, situated at Erf 53, Tsenolong, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: MM0616.

Case Number: **6424/94**

Judgment debtor/s: **Pheni Joseph Mokone**

Property: Right of leasehold over Erf 52, Khatamping Township, Registration Division IR, Transvaal, situated at Erf 52, Khatamping, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising two garages and two store-rooms.

Reference: MM0587.

Case Number: **6508/94**

Judgment debtor/s: **Philemon Kleinbooi Selota**

Property: Right of leasehold over Erf 999, Tembisa Extension 4 Township, Registration Division IR, Transvaal, situated at Erf 999, Tembisa Extension 4.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MS0092.

Case Number: **6812/94**

Judgment debtor/s: **Dani Elias Tshabalala.**

Property: Right of leasehold over Erf 761 Sedibeng Township, Registration Division IR, Transvaal, situated at Erf 761, Sedibeng, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and two store-rooms.

Reference: MT0071.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent. [Tel. (011) 825-1015.]

NOTICE OF SALES IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Ground Floor, Du Pisane Building, 74 Joubert Street, Germiston, on Monday, 29 August 1994 at 10:00.

Nedcor Bank Limited is the 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 centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs 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.

4. Improvements as set out hereunder are not guaranteed.

Case Number: **2548/93**

Judgment debtor/s: **Gerhard Prummer**

Property: Erf 2498, Primrose Extension 4 Township, Registration Division IR, Transvaal, situated at 18 Mulberry Road, Primrose Extension 4, Germiston.

Improvements: Detached single storey brick built residence under iron roof comprising four bedrooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage, carport and toilet.

Reference: MP0015.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent, Tel. (011) 825-1015.

Saak 38712/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Thomas Stefanus Smith,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Oos te Strubenstraat 142, Pretoria, op 24 Augustus 1994 om 10:00 van:

'n Eenheid bestaande uit Deel 2 soos getoon en vollediger beskryf op Deelplan SS488/93 in die skema bekend as Fresco ten opsigte van die grond en gebou of geboue geleë te Erf 1697, Moreletapark-uitbreiding 27-dorpsgebied, plaaslike bestuur, stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 106 (eenhonderd-en-ses) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST60509/93 (beter bekend as Eenheid 2, Fresco, Hoytsingel 184, Moreletapark-uitbreiding 27.)

Besonderhede word nie gewaarborg nie.

'n Duethuis met steenmure, teëldak, teëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer met toilet. *Buitegeboue:* Dubbelmotorhuis.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 24 August 1994 at 10:00.

Nedcor Bank Limited, is the 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 centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs 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.

4. Improvements as set out hereunder are not guaranteed.

Case Number: **2842/94**

Judgment debtor/s: **Busisiwe Betty Bhembe**

Property: Right of Leasehold over Erf 2749 (formerly Erf 521), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2749 (formerly Erf 521), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three bedrooms other than kitchen, bathroom and toilet.

Reference: MB0031.

Case Number: **804/94**

Judgment debtor/s: **Bhekie Abednego Buthelezi and Sarah Buthelezi**

Property: Right of leasehold over Erf 8382, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8382, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MB0029.

Case Number: **2821/94**

Judgment debtor/s: **Amos Dlamini and Seipati Martha Dlamini.**

Property: Right of leasehold over Erf 2550 (formerly Erf 324), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2550 (formerly Erf 324), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three bedrooms other than kitchen and toilet.

Reference: MD0036.

Case Number: **2057/94**

Judgment debtor/s: **Mafika Meshack Dlamini and Thethiwe Margaret Dlamini**

Property: Right of leasehold over Erf 8579, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8579, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MD0031.

Case Number: **932/90**

Judgment debtor/s: **Stephen Mndeni Dube and Jacobeth Nonhlanhla Dube.**

Property: Right ot leasehold over Erf 115, SALI Township, Registration Division IR, Transvaal, situated at Erf 115, Sali, Katlehong.

Improvements: Attached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MD0007.

Case Number: **683/94**

Judgment debtor/s: **Richard Gamede**

Property: Right of leasehold over Erf 151, Maphanga Township, Registration Division IR, Transvaal, situated at Erf 151, Maphanga, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

Reference: MB0022.

Case Number: **10099/94**

Judgment debtor/s: **Grace Hlathi.**

Property: Right of leasehold over Erf 2757 (formerly Erf 530), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2757 (formerly Erf 530), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MH0023.

Case Number: **80/94**

Judgment debtor/s: **Ncane Hezekiel Hlatshwayo and Ntombiyakhe Jeanett Hlatshwayo**

Property: Right of leasehold over Erf 2669 (formerly Erf 442), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2669 (formerly Erf 442), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MH0019.

Case Number: **3182/94**

Judgment debtor/s: **Victor Hlongwane and Martha Welhelminah Hlongwane**

Property: Right of leasehold over Erf 1010, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 1010, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MH0025.

Case Number: **2824/94**

Judgment debtor/s: **Mpostol Philemon Khoza and Busisiwe Jumaima Khoza**

Property: Right of leasehold over Erf 8530, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8530, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen.

Reference: MK 0076.

Case Number: **3726/94**

Judgment debtor/s: **Madumetja Andries Lebelo and Tankiso Paulina Lebelo**

Property: Right of leasehold over Erf 8308, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8308, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen.

Reference: ML0034.

Case Number: **3705/94**

Judgment debtor/s: **Ntebaleng Elizabeth Letsaba.**

Property: Right of leasehold over Erf 2955 (formerly Erf 163), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2955 (formerly Erf 163), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms with outbuildings of a similar construction comprising toilet.

Reference: ML0035.

Case Number: **6213/93**

Judgment debtor/s: **Solomon Albino Mabunda and Paulinha Molotsi**

Property: Right of leasehold over Erf 3152, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3152, Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0403.

Case Number: **3890/94**

Judgment debtor/s: **Mzamo Sydney Sidwell Makoma**

Property: Right of leasehold over Erf 11082 (formerly Erf 411), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11082 (formerley Erf 411), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0593.

Case Number: **9055/93**

Judgment debtor/s: **Lindiwe Gladys Manoni**

Property: Right of leasehold over Erf 8664, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8664, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and bathroom.

Reference: MM0463.

Case Number: **2655/94**

Judgment debtor/s: **Thomas Maseko and Thoko Emmah Maseko**

Property: Right of leasehold over Erf 2942 (formerley Erf 150), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2942 (formerly Erf 150), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen, bathroom and toilet.

Reference: MM0550.

Case Number: **81/94**

Judgment debtor/s: **Dini Thomas Masimone and Sheila Violet Masimone.**

Property: Right of leasehold over Erf 186, Moseleke East Township, Registration Division IR, Transvaal, situated at Erf 186, Moseleke East, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage.

Reference: MM0468.

Case Number: **3397/89**

Judgment debtor/s: **Koos Lesiba Matlebjane**

Property: Right of leasehold over Erf 11167 (formerly Erf 496), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11167 (formerly Erf 496), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0617.

Case Number: **2929/94**

Judgment debtor/s: **Mzwandile Sydney Mayongo and Georgina Mayongo**

Property: Right of leasehold over Erf 8642, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8642, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen.

Reference: MM0565.

Case Number: **1864/92**

Judgment debtor/s: **Aaron Mhlazi Mgiba**

Property: Right of leasehold over Erf 2851 (formerley Erf 58), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2851 (formerly Erf 58), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0139.

Case Number: **1269/89**

Judgment debtor/s: **Mbulelo Trinita Mkala**

Property: Right of leasehold over Erf 1150 (formerly Erf 1181), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1150 (formerly Erf 1181), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising seven rooms other than kitchen and bathroom.

Reference: MM0582.

Case Number: **2470/94**

Judgment debtor/s: **Dikota Piet Moagi and Martha Maria Moagi**

Property: Right of leasehold over Erf 2701 (formerly Erf 475), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2701 (formerly Erf 475), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MM0546.

Case Number: **2925/94**

Judgment debtor/s: **Poulo Stephen Mofokeng and Nomasonto Martha Mofokeng**

Property: Right of leasehold over Erf 8555, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8555, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM0560.

Case Number: **3218/94**

Judgment debtor/s: **Stompana Mohlakoana and Celiwe Mavis Mohlakoana**

Property: Right of leasehold over Erf 8275, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8275, Tokoza.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

Reference: MM0563.

Case Number: **1800/94**

Judgment debtor/s: **Madimetja Samuel Mokonyane and Mametse Christinah Mokonyane**

Property: Right of leasehold over Erf 2553 (formerly Erf 327), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2553 (formerly Erf 327), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and two bathrooms.

Reference: MM0187.

Case Number: **8273/88**

Judgment debtor/s: **Mfundo Peter Monakali and Nonceba Marcy Monakali**

Property: Right of leasehold over Erf 8526, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8526, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0583.

Case Number: **2972/94**

Judgment debtor/s: **Martha Paulina Motaung.**

Property: Right of leasehold over Erf 151, Ramakonopi Township, Registration Division IR, Transvaal, situated at Erf 151, Ramakonopi (West), Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0570.

Case Number: **7389/89**

Judgment debtor/s: **Mapishi Patmos Mthembu.**

Property: Right of leasehold over Erf 1427 (formerly Erf 1619), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1427 (formerly Erf 1619), Likole Extension 1, Katlehong.

Improvements: Attached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising garage.

Reference: MM0047.

Case Number: **10422/92**

Judgment debtor/s: **Mantsebeng Maria Nhlapo and Hlabela Nhlapo**

Property: Right of leasehold over Erf 861, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 861, Tokoza.

Improvements: Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen.

Reference: MN0087.

Case Number: **1546/94**

Judgment debtor/s: **Boy Simon Tsotetsi and Paulina Sheila Tsotetsi.**

Property: Right of leasehold over Erf 390, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 390, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising room other than kitchen and toilet.

Reference: MT0060.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For futher details contact Miss Kent. [Tel. (011) 825-1015.]

Saak 18014/93

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Richard Ishaq Marillier,** Eerste Eksekusieskuldenaar, en **Sonja Jeanette Pretorius,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 453, Croydon-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T20002/92.

Grootte: 1 229 (eenduisend tweehonderd nege-en-twintig) vierkante meter.

Ook bekend as: Malvaweg 5, Croydon, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, familie/T.V.-kamer, eetkamer, alles onder teëldak, motorhuis en motoroprit en swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT99.)

Saak 4353/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Frederik Albertus da Matta,** Eerste Eksekusieskuldenaar, en **Marilyn da Matta,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 273, Kempton Park West-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T90088/92.

Grootte: 705 (sewehonderd en vyf) vierkante meter.

Ook bekend as: Weiveldstraat 5, Kempton Park West.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet, drie slaapkamers, studeerkamer, alles onder sinkdak, motorafdak en motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kemptpn Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1144.)

Saak 6349/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Martine Teresa Burlando,** voorheen Storey, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Gedeelte 6, soos meer breedvoerig omskryf word in Deeltitel Plan SS169/84, in die skema bekend as Birch Manor, geleë op Erf 456, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling Stadsraad Kempton Park.

Transportaktenommer: Gehou onder Titelakte ST31398/93.

Grootte: 129 (eenhonderd nege-en-twintig) vierkante meter.

Ook bekend as: Birch Manor 6, Frikkiestraat, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, badkamer, twee toilette, drie slaapkamers, alles onder teëldak, motorhuis en motoroprit.

Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kemptpn Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1174.)

Saak 12844/92

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Leslie Raymond Erasmus,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Gedeelte 13, soos meer breedvoerig beskryf word in Deeltitel Plan SS292/91 in die skema bekend as Eged House, Kempton Park-dorpsgebied, sowel as 'n eksklusiewe gebruiks area bekend as Parkeer Area P13, in die skema bekend as Eged House, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte ST292/91 (13).

Grootte: 76 (ses en sewentig) vierkante meter, ten opsigte van Gedeelte 13, en 14 (veertien) vierkante meter ten opsigte van Parkeer Area P13.

Ook bekend as: Woonstel 13, Eged House, Longstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, badkamer, toilet, twee slaapkamers en parkeer area.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB645.)

Saak 12663/92

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Cornelius Johannes Horn,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 495, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T45347/88.

Grootte: 1 021 (eenduisend een-en-twintig) vierkante meter.

Ook bekend as: Beechweg 38, Cresslawn, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, studeerkamer, familie/T.V.-kamer, eetkamer, alles onder 'n teëldak, twee motorhuise en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB985.)

Saak 664/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Andries du Plessis,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 254, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T663/87.

Grootte: 991 (negehonderd een-en-negentig) vierkante meter.

Ook bekend as: Lodestarstraat 17, Rhodesfield, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet, drie slaapkamers, eetkamer, alles onder 'n teëldak, motorhuis, motoroprit en 'n motorafdak.

Die eiendom is omhein met drie betonmure en steenmuur.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1111.)

Saak 11147/93

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Evangelos Lochaitis,** Eerste Eksekusieskuldenaar, en **Anna Lochaitis,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 500, Van Riebeeckpark-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T87157/92.

Grootte: 947 (negehonderd sewe-en-veertig) vierkante meter.

Ook bekend as: Bloubergsingel 2, Van Riebeeckpark, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, eetkamer, familie/T.V.-kamer, alles onder 'n teëldak, twee motorhuise, motoroprit en 'n swembad.

Die eiendom is omhein met mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT74.)

Saak 5955/94

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Dawn Virginia du Preez,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 Augustus 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erfnommer: Erf 500, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T41469/91.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as: Gifboomstraat 2, Estherpark-uitbreiding 1, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet, twee slaapkamers, eetkamer, alles onder 'n teëldak en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 22ste dag van Julie 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1165.)

Saak 648/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Van Staden, B. B. R.,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde agbare Hof gedateer 21 Augustus 1991, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 5 Augustus 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 127, Visagiepark, Nigel, ook bekend as Dennestraat 10, Visagiepark, Nigel.

Beskrywing van eiendom: Steengebou met teëldak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet, beton omheining, garage, buitekamer slegs toilet, ingeboude kaste en volvloermatte.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 11de dag van Julie 1994.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E340.)

Case 6092/93

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

In the matter between **The town Council of Springs,** Plaintiff, and **Lankie Reserve (Pty) Ltd,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 26 August 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 497, Strubenvale Township, Registration Division IR, Transvaal, measuring 5 296 (five thousand two hundred and ninety-six) square metres, also known as 7 Circle Street, Strubenvale.

Description of property: Brick building, tiled roof, study, kitchen, two bathrooms, four bedrooms, double garage, servants' quarters, toilet and outside building.

Conditions: The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale and a bank or building society guaranteed cheque to be furnished within fourteen (14) days of date hereof, securing payment of the balance. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 26th day of July 1994.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs. (Tel. 812-1050.) (Docex 6.) (Ref. JD/EN/S79691.)

Saak 272/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad,** Eiser, en **N. G. Vincent,** Verweerder

Ingevolge uitspraak van die Landdros van Oberholzer en 'n lasbrief vir eksekusie teen goed gedateer 2 Maart 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, verkoop word, naamlik:

Erf 592, geleë in die Welverdiend-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 552 (vyf vyf twee) vierkante meter, ook bekend as 10de Laan 107, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien per centum) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die opbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf per centum) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 26ste dag van Julie 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60, Posbus 6431, Oberholzer, 2502. [Tel. (01491) 6715/6.] (Verw. Mev. Venter/E11669/52326.)

Saak 95/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad,** Eiser, en **A. H. van Coller,** Verweerder

Ingevolge uitspraak van die Landdros van Oberholzer en 'n lasbrief vir eksekusie teen goed gedateer 4 Mei 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, verkoop word, naamlik:

Erf 764, geleë in die Welverdiend-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 960 (nege ses nul) vierkante meter, ook bekend as 23ste Laan 116, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien per centum) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die opbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf per centum) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 26ste dag van Julie 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60, Posbus 6531, Oberholzer, 2502. [Tel. (01491) 6715/6.] (Verw. Mev. Venter/E11661/52318.)

Saak 88/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad,** Eiser, en **W. J. P. Erasmus,** Verweerder

Ingevolge uitspraak van die Landdros, Oberholzer en 'n lasbrief vir eksekusie teen goed gedateer 16 Mei 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, verkoop word, naamlik:

Erf 17, geleë in die dorpsgebied Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1 141 (een een vier een) vierkante meter, ook bekend as Eerste Laan 15, Welverdiend.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die opbetaalde balans tesame met rente daarop beteken teen 15,5% (vyftien komma vyf per centum) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 26ste dag van Julie 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60, Posbus 6431, Oberholzer, 2502. [Tel. (01491) 6716/6.] (Verw. mev. Venter/E11649/52306.)

Case 1108/91

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

In the matter between **NBS Bank Limited,** No. 87/01384/06, Plaintiff, and **J. M.** and **F. A. Botha,** Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 May 1991 and subsequent warrant of execution the following property will be sold in execution, on 26 August 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 703, Ferryvale, Nigel.

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

1. 10% (ten per centum) of purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Nigel on this the 27th day of July 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N502.)

KAAP • CAPE

Case 4467/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Francious Pierre de Villiers,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 19 April 1994 and a writ of execution dated 26 April 1994, the property listed hereunder will be sold in execution on 19 August 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1063, Hunters Retreat, in the Municipal and Administrative District of Port Elizabeth, measuring 744 (seven hundred and forty-four) square metres, situated at 43 Carelse Street, Rowallan Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom, shower, two w.c.s' and garage attached to main building.

Material conditions of sale:

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

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 1st day of July 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 28136/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Albert Tembani Solomon,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 5 October 1993 and a writ of execution dated 11 October 1993, the property listed hereunder will be sold in execution on 19 August 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 12238, Motherwell, in the Municipal and Administrative District of Uitenhage, measuring 260 (two hundred and sixty) square metres, situated at 129 Mtwaku Street, Motherwell NU 7, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 1st day of July 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 45422/93

MAGISTRATE'S COURT OF THE DISTRICT WYNBERG HELD AT WYNBERG

Nedcor Bank Limited *versus* **J. F. O'Connor**

The property: Erf 51328, Cape Town at Lansdowne, situated in the Municipality of Cape Town, at Lansdowne, situated in the Municipality of Cape Town, Cape Division (56 Maybury Road, Kenwyn), in extent 520 square metres.

Improvements (not guaranteed): Single dwelling, tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom, toilet and garage.

Date of sale: 23 August 1994 at 10:00.

Place of sale: 56 Maybury Road, Kenwyn.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 314/94

MAGISTRATE'S COURT OF THE DISTRICT WYNBERG HELD AT WYNBERG

Nedcor Bank Limited *versus* **Nazeera Fareed**

The property: Erf 52139, Cape Town at Claremont, in the Municipality of Cape Town, Cape Division (15 Almien Street, Claremont), in extent 471 square metres.

Improvements (not guaranteed): Single dwelling, tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom, toilet and two garages.

Date of sale: 23 August 1994 at 12:00.

Place of sale: 15 Almien Street, Claremont.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 2582/94

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

In the matter between **Nedperm Bank Ltd** (formerly Nedcor Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **T. N. France,** First Defendant, and **B. A. France,** Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 26 April 1994, and in pursuance of an attachment in execution dated 2 May 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 18 August 1994 at 11:00, of the following immovable property situated at 73 Innes Street, Uitenhage:

Zoned: Residential, being Erf 766, Uitenhage, in the Municipality and Division of Uitenhage, in extent 1 348 (one thousand three hundred and forty-eight) square metres, held by Thomas Nesbeth France and Bernice Antoinette France, under Deed of Transfer T70407/93, 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 iron roof consisting of a lounge, dining-room, two bedrooms, kitchen, one and a half bathroom, swimming-pool, single garage and servants' quarters.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) in cash at the time of the sale; the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage on this the 5th day of July 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 9210/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Desiree Zona Hofman,** Defendant

In the above matter a sale will be held on Thursday, 25 August 1994 at 11:30, at the site of 7 Dudley Street, Belhar, being Erf 24226, Bellville, in the Local Area of Belhar, Cape Division, measuring 317 (three hundred and seventeen) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth $\frac{1}{10}$ of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, kitchen, lounge, dining-room 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 Belville 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.)

Saak 45116/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Bankfin,** Eiser, en **Ebrahim Gaidien,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 24 Augustus 1994 om 14:00, op die perseel te Rolensingel 5, Crawford:

Erf 37774, Kaapstad, te Athlone, geleë in die munisipaliteit Kaapstad, afdeling Kaap, groot 706 (sewehonderd en ses) vierkante meter, gehou deur die Verweerder kragtens Transportakte T30364/1972.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een-tiende $\frac{1}{10}$ van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 29,5% (nege-en-twintig komma vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,5% (vyftien komma vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie die 28ste dag van Junie 1994.

Marais Muller, vir A. J. van Zyl/A. Rudman/Z81042, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 14492/93

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 **Tyrone Vernon Malander,** First Execution Debtor, and **Joyce Magdalene Malander,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 17 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 24 August 1994 at 10:00:

Erf 9015, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, in extent 400 (four hundred) square metres.

Street address: 66 Amethys Street, Kuils River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, bathroom/w.c., shower/w.c., toilet, kitchen and lounge.

(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 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 6th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 61/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **James Leonard Cockerill**

The following property will be sold in execution by public auction held at 76 Tuin Street, Hopefield, to the highest bidder on 26 August 1994 at 11:00:

Erf 161, Hopefield in the Municipality of Hopefield, Division of Malmesbury, in extent 6 840 (six thousand eight hundred and forty) square metres, held by Deed of Transfer T63598/91, situated at 76 Tuin Street, Hopefield.

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, study, kitchen, pantry, laundry, three bedrooms, bathroom/w.c./shower and w.c./shower. *Outbuildings:* Detached, three garages, granny flat, two bedrooms and w.c./shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 7th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 3277/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk,** Eiser, en **mnr. Mahomed Faruke Mahomed,** handeldrywende as United Wholesale Distributors, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 18 April 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 19 Augustus 1994 om 15:00:

Erf 3336, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, grootte 766 vierkante meter, gehou kragtens Akte van Transport T54120/93 (die eiendom is ook beter bekend as Brassstraat 21, Bethelsdorp, Port Elizabeth).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Port Elizabeth, te die Foyer, Rinkstraat 15, Central, Port Elizabeth.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Besigheidsperseel onder 'n sinkdak, bestaande uit 750 vierkante meter, leë stoor, voorheen gebruik deur Pep Stores as winkelperseel, slaghuis, bestaande uit drie vertrekke te wete 'n koelkamer, voorbereidingskamer en verkoopperseel.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 7de dag van Julie 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V. d. Burg/LVDW/F8174/B1.)

Case 2635/93

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

In the matter between **First National Bank of South Africa Limited,** Plaintiff, and **Sabelo Hubert Mbete,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 December 1993 and subsequent warrant of execution, the following property will be sold in execution on 19 August 1994 at 10:00 at the offices of the Magistrate, Magistrate's Court, Queenstown, namely:

Erf 21, Queenstown, in the Administrative District of Queenstown, in extent 1 339 (one thousand three hundred and thirty-nine) square metres.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 45 Grey Street, Queenstown, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.

2. Balance of purchase price plus interest, to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at the sale.

Dated at Queenstown this 14th day of July 1994.

C. S. Fiveash, Marsberg & Cloete, Attorney for Plaintiff, 26 Robinson Road, Queenstown, 5320. (Ref. P. J. Cloete/HM.)

Case 597/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Harry Ernest de Beer,** Defendant

In pursuance of a judgment dated 25 March 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 19 August 1994 at 15:00:

Erf 2371, Kabega, Port Elizabeth, situated at 2 Stonehedge Crescent, Beverley Grove, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under tiled roof.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this 14th day of July 1994.

Cornish & Bowes, Plaintiff's Attorneys, 96 Second Avenue, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

Case 12365/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Herman Stoffels,** and **Marlene Judith Stoffels,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 7 September 1994 at 10:00:

Erf 28728, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 261 square metres, also known as 6 Vlakkenberg Street, Eastridge, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 19th day of July 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 11530/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Zamani Sakie Nomtshongwana** (adult male), First Defendant, and **Ntombomzi Eugenia Nomtshongwana** (adult female), Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 May 1994, the following property will be sold on Friday, 19 August 1994 at 10:00, in the foyer of the Magistrate's Court, Buffalo Street, East London to the highest bidder:

Erf 29405, East London (Gompo Town), Administrative District of East London, in extent 250 (two hundred and fifty) square metres, held under Certificate of Registered Grant of Leasehold TL3410/1988. (Also known as 35 Sili Crescent, Gompo, East London.)

Subject to the conditions referred to in the said Certificate of Registered Grant of Leasehold TL3410/1988.

Conditions of sale:

1. The purchaser shall pay (10%) ten per centum of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the Title Deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished, but not guaranteed: Brick under tiles consisting of lounge, dining-room, kitchen, three bedrooms and bath/water closet.

Dated at East London this 30th day of June 1994.

Russell Esterhuizen Nel & de Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russell.)

Case 4778/94

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

ABSA Bank Limited, trading as Allied Bank *versus* **A G L Homes CC**

The following property will be sold in execution by public auction held at 26 Riversdale Road, Crawford, to the highest bidder on 24 August 1994 at 12:00:

Erf 59035, Cape Town, at Crawford in the Municipality of Cape Town, Cape Division, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T75710/88, situate at 26 Riversdale Road, Crawford.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 28th day of June 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 47309/92

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

ABSA Bank Limited, trading as United Bank *versus* **Egret Investments CC**

The following property will be sold in execution by public auction held at Kutari, Egrets Way, Zeekoevlei, to the highest bidder on 22 August 1994 at 14:00:

Erf 437, Zeekoevlei in the local area of Zeekoevlei, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T1682/88.

Erf 438, Zeekoevlei in the local area of Zeekoevlei, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T1682/88, situate at Kutari, Egrets Way, Zeekoevlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, four bedrooms, kitchen, bathroom, toilet and dresser and detached double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of June 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6528/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Izak Damon,** First Judgment Debtor, and **Jacoba Damon,** Second Judgment Debtor

In pursuance of a judgment granted on 20 September 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 24 August 1994 at 09:00, at Kuils River Court-house:

Description: Erf 416 Scottsdene in the Local Area of Scottsdene, Stellenbosch Division, in extent one hundred and eighty (180) square metres.

Postal address: 2 Iron Street, Scottsdene, Kraaifontein.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and shower/toilet, held by Deed of Transfer 46085/88.

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 15th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 1295/93

IN DIE HOOGGEREGSHOF 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, 19 Augustus 1994 om 11:00, naamlik:

Sekere Erf 2839, Jeffreysbaai, geleë in die afdeling Jeffreysbaai, groot 700 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 bouvereningingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir die Eiser, Kimberley.

Saak 9843/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Vonnisskuldeiser, en **Helmut Stiedl,** 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 31 Augustus 1994 om 11:00 te Hofmeyerstraat 79, Parow, naamlik:

Erf 9920, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 858 (agthonderd agt en vyftig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T18816/88, en geleë te Hofmeyerstraat 79, Parow.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie: Teeldakhuis met drie slaapkamers, sitkamer, toilet, badkamer, kombuis en motorhuis, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

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, Bellville.

Gedateer te Paarl hierdie 5de dag van Augustus 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 3760/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.,** Vonnisskuldeiser, en **Jerzy Adam Nieznanski,** 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 Dinsdag, 23 Augustus 1994 om 11:00, Miniluxwoonstelle 7, Hoofstraat, Noorder Paarl, naamlik:

'n Eenheid bestaande uit:

(a) Deel 7 soos beskryf op Deeltitel Plan SS81/89 in die gebou bekend as Miniluxwoonstelle geleë te Paarl in die munisipaliteit van Paarl, groot 41 (een-en-veertig) vierkante meter, en

(b) 'n onverdeelde deel in die gemeenskaplike eiendom soos aangedui op die gemelde plan, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST81/1989 (7) (Unit), onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woonstel met twee slaapkamers, sitkamer, badkamer en kombuis.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet 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 belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan die 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 5de dag van Augustus 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 2614/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited, Plaintiff, *versus* **Ntsikeleo Simon Kolele,** First Defendant, and **Lynette Mantsebo Kelele,** Second Defendant

In pursuance of a judgment dated 16 February 1990, and an attachment on 19 April 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, 19 August 1994 at 14:15:

Erf 19963, New Brighton, in the Administrative District of Port Elizabeth, in extent 202 (two hundred and two) square metres, situated at 52 Ntshninga Street, McNamee Village, 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, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this 19th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 226/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited *versus* **Lazola Benson Nghona**

In pursuance of a judgment dated 27 February 1991, and an attachment, the right of leasehold to 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, 19 August 1994 at 15:00:

Erf 20571, Boastville, Administrative District of Port Elizabeth, in extent 228 (two hundred and twenty-eight) square metres, situated at 29 Mtiya Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single-storey dwelling consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and carport.

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, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (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 19th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 161/90

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited *versus* **Lazola Benson Nghona**

In pursuance of a judgment dated 12 December 1990, and an attachment, the right of leasehold to 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, 19 August 1994 at 15:00:

Erf 50398, McNamee Village, in the Administrative District of Port Elizabeth, in extent 4 260 (four thousand two hundred and sixty) square metres, situated at Erf 50398, corner of Mendi Road and Avenue A, McNamee Village, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a doctor's surgery, consisting of four rooms, study and two store-rooms.

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, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (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 18th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15853/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Fikile Johnson Nala** and **Nolele Cynthia Nala**

In pursuance of a judgment dated 6 June 1994, and an attachment on 18 July 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, 19 August 1994 at 14:15:

Erf 571, Motherwell N.U.6, Phase 1, in the Administrative District of Uitenhage, in extent 260 (two hundred and sixty) square metres, situated at 14 Mgwangqa Street, Motherwell M.U.6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an concrete 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 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 20th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 30208/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Tamsanqa Gilbert Solwandle**

In pursuance of a judgment dated 17 October 1992, and an attachment on 19 July 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, 19 August 1994 at 14:15:

Erf 50117, kwaZakhele, Administrative District of Port Elizabeth, in extent 324 (three hundred and twenty-four) square metres, situated at 50117 Salamntu Street, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of four bedrooms, two bathrooms, kitchen and two garages.

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 the 20th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1039/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Theodor Wilhelm Thomas**

In pursuance of a judgment dated 14 July 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, 19 August 1994 at 15:00:

Erf 655, Cotswold, in the Municipality and Division of Port Elizabeth, in extent 1 348 (one thousand three hundred and forty-eight) square metres, situated at 19 Bunting Crescent, Cotswold, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an iron roof, consisting of four bedrooms, bathroom, kitchen, lounge, dining-room and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated the 20th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1486/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Jeffry Peter Williams** and **Sharon Dawn Williams**

In pursuance of a judgment dated 14 July 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, 19 August 1994 at 15:00:

Erf 1298, Westering, in the Municipality and Division of Port Elizabeth, in extent 753 (seven hundred and fifty-three) square metres, situated at 12 Clontarf Street, Westering, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under a concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, family room and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated the 20th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2338/93

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Wikus Steyn,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Strand dated 28 June 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 31 August 1994 at 11:00:

Erf 8558, Strand, in the Municipality of Strand, Stellenbosch Division, in extent 798 (seven hundred and ninety-eight) square metres.

Street address: 45 Theron Crescent, Strand.

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: Residence with three bedrooms, bathroom, modernised kitchen, office/family room with separate entrance and single garage with double carport.

(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, 4 Kleinbos Road, Strand.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,75% (fifteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 15th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5638/93

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 **Magdelena Louw,** First Execution Debtor, **Dorothy Solomons,** Second Execution Debtor, and **Katrina Petersen,** Third Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 27 September 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held on the premises, to the highest bidder on 24 August 1994 at 10:45:

Erf 3904, Kleinvlei, in the Local Area of Melton Rose, Stellenbosch Division; in extent 216 (two hundred and sixteen) square metres. *Street address:* 13 Hildago Street, Park Avenue Village, Kleinvlei.

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, lounge, kitchen, 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, 29 Northumberland Street, Bellville.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% (eighteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 18 July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 15849/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Robert Henry John Plumb,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape 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 25 August 1994 at 14:00:

1. (a) Section 85 as shown and more fully described on Sectional Plan SS 179/1988 in the building or buildings known as Heron Waters, situated at Milnerton in the Municipality of Milnerton, of which section the floor area, according to the said sectional plan is 91 (ninety-one) square metres in extent and

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

2. (a) Section 86 as shown and more fully described on Sectional Plan SS 179/1988 in the building or buildings known as Heron Waters, situated at Milnerton in the Municipality of Milnerton, of which section the floor area, according to the said sectional plan is 3 (three) square metres in extent and

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

Street address: 19 Villa du Cap, Table View.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge/dining-room, kitchen, three bedrooms and bathroom/w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, 44 Barrack Street, Cape Town.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 18 July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 6384/94

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

ABSA Bank Limited, trading as United Bank, *versus* Abelene Danelle Visagie

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Monday, 29 August 1994 at 14:00, to the highest bidder:

A unit consisting of:

(a) Section 14, as shown and more fully described on Sectional Plan SS41/1979 in the scheme known as Glenheights, situated at Glenhave, in the Municipality of Bellville, of which section the floor area according to the said sectional plan is ninety-four (94) 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 41/1979 (14) (Unit), also known as 14 Glenheights, Central Drive, Glenhaven Estate, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed: Section title unit: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D4U0143/105869/gl.)

Case 4668/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited, (Reg. No. 87/01384/06), Plaintiff, and **Robin Dennis Adams,** First Defendant, and **Alison Kathleen Adams,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 26 May 1992, the property listed hereunder, and commonly known as 51 Barbara Road, Kleinvlei, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 24 August 1994 at 09:00, to the highest bidder:

Erf 5401, Eerste River, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 336 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 6th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1098).

Case 4890/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited, (Reg. No. 87/01384/06), Plaintiff, and **Michael John Stringer,** First Defendant, and **Felicity Anne Stringer,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 10 June 1994, the property listed hereunder, and commonly known as 77 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 24 August 1994 at 09:00, to the highest bidder:

Erf 6246, Blue Downs, situated in the Lower Kuils River, 1 Local Area, Division of Stellebosch, in extent 358 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 6th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1720).

Case 5378/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited, (Reg. No. 87/01384/06), Plaintiff, and **Mziwonke Hubert Xoseni,** First Defendant, and **Nosekho Cynthia Xoseni,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 13 June 1994, the property listed hereunder, and commonly known as 7 Palmiet Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 24 August 1994 at 09:00, to the highest bidder:

Erf 4299, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 328 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 6th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1729).

Case 48358/93

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 **Mogamat Alwie Ortell,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 30 December 1993, the property listed hereunder, and commonly known as 30 York Road, Landsdowne, will be sold in execution at the premises on Thursday, 25 August 1994 at 12:00, to the highest bidder:

Erf 102736, Cape Town, at Landsdowne, in the City of Cape Town, Cape Division.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom, 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 Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 1st day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1604).

Case 9119/93

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 **Mogamat Shafiek Cassiem,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 10 April 1993, the property listed hereunder, and commonly known as 296 corner of Sixth Avenue and Seekoei Road, Lotus River, will be sold in execution at the premises on Thursday, 25 August 1994 at 14:00, to the highest bidder:

Erf 2786, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 597 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with slate roof, comprising four 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 on this the 1st day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1461).

Case 1416/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Miss D. P. Coetzee,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, dated 18 April 1994, the following will be sold in execution on 17 August 1994 at 11:45, at 23 Garnet Road, Highbury, Kuils River, to the highest bidder:

Erf 8928 (portion of Erf 8907) Kuils River, 415 (four hundred and fifteen) square metres, held by Deed of Transfer T50964/1992, situated at 23 Garnet Road, Highbury, Kuils River, vacant property.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer at the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 49/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr J. J. Claasen,** First Defendant, and **Mrs S. G. Claasen,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, dated 10 February 1994, the following will be sold in execution on 25 August 1994 at 10:00, in front of the Magistrate's Court for the District of Malmesbury, to the highest bidder:

Erf 1245 (portion of Erf 2742) Wesfleur, 450 (four hundred and fifty) square metres, held by Deed of Transfer T45481/1990, situated at 8 Lisboa Street, Atlantis, Wesfleur, lounge, kitchen, three bedrooms and bathroom/w.c.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3391/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Arnols Lewis,** First Defendant, and **Miss Leah Davids,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, dated 16 August 1993, the following will be sold in execution on 25 August 1994 at 10:00, in front of the Magistrate's Court for the District of Malmesbury, to the highest bidder:

Erf 11173 (portion of Erf 6305) Wesfleur, 314 (three hundred and fourteen) square metres, held by Deed of Transfer T44248/1992, situated at 11 Ghika Street, Saxonsea, Atlantis, lounge, kitchen, two bedrooms and bathroom/w.c.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrates' Court, Malmesbury.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 24570/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Paul Nicholas Gray,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 16 March 1994, the following will be sold in execution on 22 August 1994 at 11:00, in front of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 8191 (portion of Erf 21760), Mitchells Plain, 188 (one hundred and eighty-eight) square metres, held by Deed of Transfer T19876/1992, situated at 23 Barbados Street, Portlands, Mitchells Plain, three bedrooms, kitchen, toilet, bathroom and lounge.

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 insofar as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1006/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality,** Plaintiff, and **S. J. Ranuga,** Defendant

In pursuance of a judgment in the above Honourable Court of 7 June 1994 and a writ of execution dated 7 June 1994, the following immovable property will be sold in execution on 24 August 1994 at 10:10 at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 4494, King William's Town, Municipality and Division of King William's Town, in extent 1 232 (one thousand, two hundred and thirty-two) square metres, being 9 Kidd Lane, King William's Town, held by Deed of Transfer T4802/1992.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 18th day of July 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 3020/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Pennypinchers Building Materials (Pty) Ltd,** Judgment Creditor, and **A. Noble,** Judgment Debtor

The property described hereunder will be sold on site at 47 Muller Street, Melton Rose, Eerste River, on 2 September 1994 at 10:00, viz:

Certain piece of land situated at Kleinvlei, in the Municipality of Stellenbosch Division, being Erf 3653, measuring 372 square metres, held by the Execution Debtor under Deed of Transfer T48827/1988, dated 24 August 1988, popularly known as 47 Muller Street, Melton Rose, Eerste River.

The property consists of brick building under tiled roof consisting of ± three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

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 24% (twenty-four per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss F. Jattiem/N.79.)

Case 18382/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Arthur Ian Oersen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 August 1993, the following will be sold in execution on 25 August 1994 at 10:00, in front of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 15697 (portion of Erf 21792), Mitchells Plain, 228 (two hundred and twenty-eight) square metres, held by Deed of Transfer T15458/1989, situated at 12 Caledon Close, Portlands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements of the property are reported, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) per annum, for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 2606/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Commercial Bank of Namibia (SA) Ltd,** Plaintiff, and **Humphrey Ignatius Percy Herwells,** Defendant

In execution of the judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) dated 4 April 1993 in the above matter:

On Wednesday, 24 August 1994 at 12:00, a sale will be held of the following property situated at the address shown namely 33 Sixth Avenue, Fairways, Cape, also known as Erf 75169, Cape Town, at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T34341/73.

The property is reported to include (but this is not guaranteed) a dwelling comprising a single storey brick plastered building, with a concrete floor predominantly covered with carpets, but with tiles and vinyl to part. It has a pitched timber framed roof with boarded ceilings below. The accommodation comprises a lounge/dining-room, family room, kitchen with fitted cupboards, three bedrooms have built-in cupboards. Adjoining the front and side of the dwelling there is a single garage of brick plastered construction.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Supreme Court Act, No. 59 of 1959, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of rule 46 of the above-mentioned Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing form time to time in respect of home loans granted by the First Mortgage Bond Holder (SA Perm) to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee acceptable to the Judgment Creditor.

And subject to further conditions which may be read out at the time of sale and which may be inspected at the offices of the Sheriff, Wynberg.

Dated at Cape Town this 20th day of July 1994.

B. Poole, for Bertram Poole & Associates, Plaintiff's Attorneys, 708 Groote Kerk Building, 39 Adderley Street, Cape Town. (Tel. 45-4548.) (Ref. N00536/B. Poole.ak.)

Case 61747/90

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

Nedcor Bank Limited *versus* **Nicholas Leslie Jacobs,** married in community of property to **Helena Elizabeth Jacobs**

The property Erf 11510, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent 190 square metres, situated at 63 Sea Otter Road, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 25 August 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 13th day of July 1994.

Pincus Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Maidn Road, Claremont.

Case 323/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of SA Limited,** Plaintiff (Judgment Creditor), and **Jacob Johannes Millar,** First Defendant (First Judgment Debtor), and **Kathleen Mary Millar,** Second Defendant (Second Judgment Debtor)

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court dated 29 March 1994, and writ of execution dated 29 March 1994, the following will be sold in execution on 24 August 1994 at 11:00, at the site being:

Certain land situated at Simon's Town, in the Municipality of Simon's Town, Cape Division, being Erf 3904, Simon's Town, measuring 103 m^2 (one hundred and three) square metres, held under Deed of Transfer T72031/93 dated 15 September 1993, also known as 8 Living Waters, 32 Runciman Drive, Simon's Town, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Semi-detached house with three bedrooms, open-plan kitchen/dining-room/lounge, one and a half bathrooms and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest at a rate to be determined by the Judgment Creditor shall be paid on:

3.3.1 The amount of the Plaintiff's claim for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the sale of the execution creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town on this 1st day of July 1994.

K. G. Druker, Attorneys for Plaintiff, Protea Assurance House, Seventh Floor, 31 Adderley Street, Cape Town. (Ref. SS/gh/W07296.)

Case 15722/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Koos Mars,** First Judgment Debtor, and **Catharina Mars,** Second Judgment Debtor

In pursuance of a judgment granted on 28 January 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 22 August 1994 at 09:00, at Kuils River Court-house:

Description: Erf 1951, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and seventy-five (275) square metres.

Postal address: 33 Romelia Street, Blue Downs.

Improvements: Dwelling, two bedrooms, bathroom, toilet, lounge and kitchen, held by Deed of Transfer 30471/92.

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 ay 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.

Date at Parow this 18th day of July 1994.

H. C. van Niekerk, 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. Z53831/HVN/Mrs Wolmarans.)

Case 3610/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Fidelity Bank Ltd,** Execution Creditor, and **Robert William Shaw,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Kuils River, and writ of execution issued, the following immovable property will be sold in execution on Thursday, 25 August 1994 at 10:00, on site, namely 29 Garnet Road, Highbury, Kuils River, to the highest bidder, viz:

Erf 8931, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, in extent 435 (four hundred and thirty-five) square metres, held by the Execution Debtor under Deed of Transfer T90006/93, also known as 29 Garnet Road, Highbury, Kuils River.

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 aforgoing and the full conditions of sale, be sold voetstoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: A brick-walled dwelling under tiled roof comprising three bedrooms, lounge, dining-room, bathroom, kitchen, toilet and shower.

3. *Payment:* The full purchase price, together with any Value-Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% (ten per cent) of the purchase price in cash and the balance of such purchase price, together with any Value-Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Kuils River, or at the offices of the attorneys for the Execution Creditor.

Schkolne Hart & Wilson Barnard, Attorneys for Execution Creditor, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Case 818/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Judgment Creditor, and **Denis David Cloete,** married in community of property to **Amiena Cloete,** Judgment Debtor

In pursuance of judgment granted on 22 March 1994, in the Somerset West Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 August 1994 at 10:00, at Somerset West Magistrate's Court, to the highest bidder:

Description: Erf 3230, Macassar, in the Local Area of Macassar Division of Stellenbosch, in extent two hundred and sixty-three (263) square metres.

Postal address: 61 Iris Road, Macassar.

Improvements: With, *inter alia*, a dwelling thereon, held by the Defendant in his name under Deed of Transfer T53382/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 18th day of July 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Case 1920/94

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 **Petrus Arnoldus Otto** First Judgment Debtor, and **Charmain Elizabeth Otto,** Second Judgment Debtor

In pursuance of a judgment granted on 21 April 1994, in Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 26 August 1994 at 09:00, at Kuils River, Court-house:

Description: Erf 3762, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety-six) square metres, postal 140 5th Avenue Kraaifontein.

Improvements: Dwelling: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, outside room, toilet, garage and carport.

Held by Deed of Transfer No. 76714/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 fourteen (14) days of the date of sale.

Dated at Parow on this the 20th day of July 1994.

H. C. van Nieker, for Van Niekerk Groenwoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (012) 92-6017.]

Saak 24156/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **C. V.** & **M. E. Fortuin,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 26 Oktober 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Blakestraat 1B, Ravensmead, per publieke veiling te koop aangebied op 23 Augustus 1994 om 11:00:

Erf 20037, Parow, ook bekend as Blakestraat 1B, Ravensmead, afdeling Kaap, groot 347 vierkante meter, gehou kragtens Transportakte T73664/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agttien persent) per jaar, op die balans van die koopprys, vanaf verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Geteken op hierdie 18de dag van Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EFN349.)

Saak 5831/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **L. G.** & **D. F. Mathys,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 21 Junie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 24 Augustus 1994 om 09:00:

Erf 3909, Eersterivier, ook bekend as Schoonerstraat 21, The Vines, Eersterivier, afdeling Stellenbosch, groot 293 vierkante meter, gehou kragtens Transportakte T3078/90.

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 verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Geteken op hierdie 18de dag van Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN395.)

Saak 652/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOU TE MONTAGU

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **C. P. Lerm,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof, en die lasbrief vir ekesukusie gedateer 9 November 1993, sal die hieronder vermelde eiendom verkoop word op 2 September 1994 om 10:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1211, Montagu, afdeling Montagu, groot 823 vierkante meter, gehou kragtens Akte van Transport T78411/92, bekend as Bergstraat 21, Montagu.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, drie slaapkamers, kombuis, sitkamer, badkamer, stoorkamer, sinkdak en draad omheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Montagu, en by die ondergetekendes.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 11de dag van Julie 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QL0103.)

Case 2325/93

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

In the matter between **ABSA Bank Limited,** trading as Trust Bank, Execution Creditor, and **Aires Agrela,** First Execution Debtor, and **Rehanna Catharina Agrela,** Second Execution Debtor

The following property will be sold in execution at the premises, namely 8 Reinder Street, Wellington, on Tuesday, 23 August 1994 at 10:00, to the highest bidder:

Certain Erf 3721, Wellington, situated in the Municipality of Wellington, Paarl Division, in extent 795 (seven hundred and ninety-five) square metres, held by Deed of Transfer T45301/85, also known as 8 Reinder Street, Wellington.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Three bedrooms, kitchen, bathroom, toilet, dining-room, lounge, maidsroom, slate roof/brick walls and single garage under same roof.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16% (sixteen per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wellington.

Dated at Cape Town on this 20th day of June 1994.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/GH/01 51208.)

Case 16158/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Fatiema Assur,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 9 Gilfillan Street, Paarl, on Monday, 22 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Sheriff for the Supreme Court, Paarl:

Erf 6230, Paarl, in the Municipality of Paarl, Division of Paarl, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T44911/1993, also known as 9 Gilfillan Street, Paarl (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance-hall, lounge/dining-room, study, kitchen, three bedrooms, bath, bath/water closet/shower and water closet. There is also garage and carport.

Terms:

1. 10% (ten per centum) of the purchase price in cash of bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) days from the date of the sale.

2. Auctioneer's charges, payable on the day of the 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 R100 (one hundred rand).

Dated at Cape Town this 12th day of July 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/39023.)

Saak 5805/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

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

Eiendom geleë te: Amstelveen 11, Gaylee, Dennemere.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 21 Junie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Amstelveen 11, Gaylee, Dennemere, per publieke veiling te koop aangebied op 30 Augustus 1994 om 09:15:

Erf 1950, Gaylee, ook bekend as Amstelveen 11, Gaylee, Dennemere, afdeling Stellenbosch, groot 306 vierkante meer, gehou kragtens Transportakte T7373/88.

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 verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 15 Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EPN392.)

Case 7534/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Patrick Francoise Titus and Gertrude Ann Cupido**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 29 August 1994 at 09:00, to the highest bidder:

Erf 521, Blue Downs, in extent 262 square metres, held by T67402/1989, situated at 29 Waldstadt Avenue, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2244/100212/gl.)

Case 9628/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Byron Eric Matthews** and **Fredricka Mary Matthews**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 29 August 1994 at 09:00, to the highest bidder:

Erf 5937, portion of Erf 661, Kuils River, in extent 686 square metres, held by T35873/1988, situated at 114 Nooiensfontein Road, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, scullery, pantry, sun room, three bedrooms, bathroom/toilet and enclosed stoep.

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. D9U2362/104513/gl.)

Case 1239/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Derick Bentley Swartland** and **Gertrude Elaine Swartland**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 29 August 1994 at 09:00, to the highest bidder:

Erf 2774, portion of Erf 1, Kleinvlei, in extent 510 square metres, held by T31111/1987, situated at 5 Amundsen Road, Forest Glade, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D0U0441/100056/gl.)

Case 752/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank, *versus* **Daniel Martin** and **Anna Susanna Martin**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 30 August 1994 at 10:00, to the highest bidder:

Erf 883, Macassar, in extent 494 square metres, held by T10220/1985, situated at 53 Fah Street, Macassar, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D0U0728/100082/gl.)

Case 27310/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mauritius Naude** and **Martha Elizabeth Naude**

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Western Cape, on Monday, 29 August 1994 at 10:00, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 square metres, held by T7090/1989, situated at 10 Komatie Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and attached single 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 Riebeek Street, Cape Town. (Ref. D1U1287/100482/gl.)

Case 48516/93

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

ABSA Bank Limited, trading as United Bank, *versus* **John Frederick James Orford**

The following property will be sold in execution at the site of the property, 20 Dibo Mews, McKinley Road, Claremont, Western Cape, on Wednesday, 31 August 1994 at 12:00, to the highest bidder:

A unit consisting of:

1. (a) Section 20 as shown and more fully described on Sectional Plan SS217/1992, in the scheme known as Dibo Mews, situated at Claremont, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. The right to an exclusive use area described as P3, being Parking Bay P3, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Dibo Mews, situated at Claremont, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS217/1992, held by Deed of Transfer ST10089/1992 and Notarial Deed of Cession SK3221/1992, also known as 20 Dibo Mews, McKinley Road, Claremont, Western Cape.

1. The following improvements are reported but not guaranteed: Sectional title unit: Lounge/kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D3U0647/104139/gl.)

Case 41105/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Lisa Joan Peachey**

The following property will be sold in execution at the site of the property, 45 John Road, Mowbray, Western Cape, on Thursday, 1 September 1994 at 14:00, to the highest bidder:

Erf 30457, Cape Town, at Mowbray, in extent 76 (seventy-six) square metres, held by T34671/1991, situated at 45 John Road, Mowbray, Western Cape.

1. The following inprovements are reported but not guaranteed: Semi-detached dwelling: Lounge, kitchen, bedroom, en suite and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read 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. D3U0514/gl.)

Case 10457/94

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 **Cornelia Johanna Olivier,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 10 June 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 19 August 1994 at 09:15:

(a) Section 53, as shown and more fully described on Sectional Plan SS60/86, in the building or buildings known as Impala, situated at Parow, of which section the floor area, according to the said sectional plan is 43 (forty-three) square metres in extent; and

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

Street address: 53 Impala Court, De Kock Street, Parow Valley.

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: Bedroom, 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, 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 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 13th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9891/93

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Petrus Gerhardus Daniel van Heerden,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Paarl, dated 11 May 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 25 August 1994 at 10:00:

Erf 2972, Paarl, in the Municipality and Division of Paarl, in extent 601 (six hundred and one) square metres.

Street address: 47 Nuwe Eskadel Street, Paarl.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisons 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/dining-room, family room, study, kitchen, laundry, five bedrooms, bathroom, bathroom/w.c. and w.c.

(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, 40 Du Toit Street, Paarl.

(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 15,25% (fifteen comma two five per centum) from the date of sale to date of registration into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 12th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Edmund Lionel Dass** and **Lena Dass**

The following property will be sold in execution by public auction held at 35 Lilac Street, Paarl, to the highest bidder on 22 August 1994 at 11:00:

Erf 17963, Paarl, situated in the Municipality and Administrative District of Paarl, in extent 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T2516/90, situated at 35 Lilac Street, Paarl.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, kitchen, three bedrooms, bathroom, toilet and shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 14th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 42296/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Hendrik Johannes Barnard**

The following property will be sold in execution by public auction held at 42 Park Green, Summer Greens, Milnerton, to the highest bidder on 25 August 1994 at 12:30:

Erf 2850, Montague Gardens, in the Municipality of Milnerton, Division of Cape, in extent 225 (two hundred and twenty-five) square metres, held by Deed of Transfer T1534/92, situated at 42 Park Green, Summer Greens, Milnerton.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 14th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16432/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Divison)

ABSA Bank Limited, trading as United Bank, *versus* **Sectional Property Holdings (Pty) Limited** and **Mouton, Benjamin**

The following property will be sold in execution by public auction held at 9 Clifton Steps, 280 Kloof Road, Clifton, to the highest bidder on 25 August 1994 at 09:30:

Erf 102, Clifton, in the City of Cape Town, Cape Division, in extent 408 (four hundred and eight) square metres, held by Deed of Transfer T13723/90, situated at 9 Clifton Steps, 280 Kloof Road, Clifton.

1. The following improvements on the property are reported, but nothing guaranteed, namely: Lower unit consisting of lounge/dining-room, five bathrooms, two bedrooms, servants' quarters, dressing-room. Upper unit, lounge/dining-room, kitchen, two bedrooms, study, dressing-room, three bathrooms, three bathrooms, four parking bays (deck parking) two pools.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town at Mandatum Building, Barrack Street, Cape Town.

Dated at Cape Town on this the 14th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.) (Ref. A. L. N. Berrange.)

Case 37843/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Patricia Cornelia McGee**

The following property will be sold in execution by public auction held at 13 Shannon Greens, Milnerton, to the highest bidder on 23 August 1994 at 12:30:

Erf 3183, Montague Gardens in the Municipality of Milnerton, Cape Division, in extent 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T5180/93, situated at 13 Shannon Greens, Milnerton.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of three bedrooms, wash hand basin, lounge, kitchen, toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 14th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 10928/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank) *versus* **John Kemp**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 29 August 1994 at 09:00, to the highest bidder:

Erf 14089, Mitchells Plain, in extent 168 square metres, held by T31721/1992, situated at 5 Condor Street, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, three bedrooms, bathroom/toilet, garage 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. D3U0273/106789/gl.)

Case 23349/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank) *versus* **Carl Sean Ram** and **Vernorene Ram**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday , 24 August 1994 at 10:00, to the highest bidder:

Erf 488, Weltevreden Valley, in extent 350 square metres, held by T38822/1993, situated at 20 Goodison Park, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3U0662/104151/gl.)

Case 14355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited (trading as United Bank) *versus* **Ian Charles Nicholls** and **Hendrika Wilhelmina Nicholls**

The following property will be sold in execution at the site of the property, 9 Cheetah Road, Kraaifontein, Western Cape, on Monday, 29 August 1994 at 11:30, to the highest bidder:

Erf 7270, Kraaifontein, in extent 540 square metres, held by T69013/1989, situated at 9 Cheetah Road, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and single 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 Riebeek Street, Cape Town. (Ref. D1U1062/102179/gl.)

Case 7366/93

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

ABSA Bank Limited (trading as United Bank) *versus* **Clayton Gordon Hartley**

The following property will be sold in execution at the site of the property, 28 Dale Crescent, Table View, Western Cape, on Tuesday, 30 August 1994 at 14:00, to the highest bidder:

Erf 15293, Milnerton, in extent 662 square metres, held by T6773/1992, situated at 28 Dale Crescent, Table View, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, two bedrooms, bathroom/toilet, 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. D3U0128/103602/gl.)

Saak 1819/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **mnr. S. P. C. Grobler,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 22 April 1994, sal die hiernagemelde vaste eiendom geregtelik verkoop word op 24 Augustus 1994 om 10:30, op die perseel te Meulstraat 56, Erf 6028, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

Eiendomsbeskrywing: Erf 6028, Oudtshoorn, in die munisipaliteit en afdeling, Oudtshoorn, groot 987 (negehonderd sewe-en-tagtig) vierkante meter, Transportakte 42902/93.

Sonering: Woning.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingdatum afgelewer te word by die afslaer.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Hoogstraat 159, Oudtshoorn, en by Rabie, p.a. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, opdraggewende prokureurs.

Gedateer te Oudtshoorn op hierdie 19de dag van Julie 1994.

Pocock & Bailey, Prokureur vir Eiser, Kerkstraat 117; Posbus 58, Oudtshoorn, 6620. (Verw. FJR/jk/536.)

Saak 170/94

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen **Transnet Beperk,** Eiser, en **Andries Thomas Hermanus du Raan,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, De Aar, en 'n lasbrief vir eksekusie gedateer 10 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, De Aar, op Vrydag, 26 Augustus 1994 om 11:00:

Sekere Erf 129, De Aar, geleë in die munisipaliteit De Aar, afdeling Philipstown, groot 1 083 vierkante meter, gehou kragtens Akte van Transport T26810/92 (ook bekend as Van Eedtveldstraat 10, De Aar).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, badkamer en stort, sitkamer, kombuis en spens, opwaskamer en motorhuis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir De Aar, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 7696/91

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Judgment Creditor, and **Barnett Sissel Moses Matthews,** First Judgment Debtor, and **Ragel Matthews,** Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl, and writ of execution dated 2 November 1993, the following property will be sold in execution, at the Court-house, on Tuesday, 23 August 1994 at 10:00, to the highest bidder:

Certain Erf 17838, Paarl, in the Municipality and Division of Paarl, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T2200/90, also known as 15 Amaryllis Street, Groenheuwel, Paarl.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18% (eighteen per centum), calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Case 36292/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society Limited) *versus* **Henry Frederick Davis** and **Annie Davis**

The following property will be sold in execution at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 19 August 1994 at 14:15, to the highest bidder:

Erf 5772, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 427 (four hundred and twenty-seven) square metres, held by Deed of Transfer T19418/91, situated at 30 Aspeling Street, Bethelsdorp, Port Elizabeth.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, bath/w.c., carport floor/va tile, other wall, plaster ceiling and asbestos roof.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferreira/ejr.)

Saak 296/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Margaret Bosch Eberhard,** Eiseres, en **Hermanis Jacobus Pieters,** Verweerder

In terme van 'n vonnis van bogemelde Agbare Hof, gedateer 15 April 1994 en lasbrief vir eksekusie uitgereik, sal 'n verkoping in eksekusie by wyse van publieke veiling verkoop word deur die Balju, Kakamas, op Vrydag, 19 Augustus 1994 om 10:00, te Perseel 267, Kakamas Noord Nedersetting, die hiernavermelde eiendom, naamlik:

Perseel 267, gedeelte van Perseel 3, Kakamas Noord Nedersetting, geleë in die afdeling Gordonia, groot 5,7354 hektaar, gehou deur Verweerder kragtens Akte van Transport T946/1989.

Verbeterings: Winkelkompleks groot 5,5 meter by 18,4 meter (wat omhein is) met stoep 2,8 meter × 18,4 meter en pakstoor 5 meter × agter aan winkel. Besproeibare grond 5,3 hektaar wat later ingelys gaan word vir waterregte. 3 Hektaar grond reeds gebreek. Boorgat met windpomp. Tweevertrek arbeidershuis (verbeterings word nie gewaarborg nie).

Voorwaardes van verkoop:

1. Die eiendom sal verkoop word deur die Balju aan die hoogste bieder met geen reserweprys, onderhewig aan die bepalings en voorwaardes soos vervat in die verkoopvoorwaardes, geliasseer by die Balju se kantore te Kakamas.

2. Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel, dit wil sê voetstoots.

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

4. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor verkoping uitgelees word.

Gedateer te Kimberley hierdie 19de dag van Julie 1994.

Roux, Welgemoed & Vennote, Prokureurs vir Eiser, Flaxleyhuis, Du Toitspanweg; Posbus 720, Kimberley.

Case 8638/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Jas Forwarding SA (Pty) Limited,** Plaintiff, and **Chris Westhead,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale will be held at the premises of the undermentioned property of the Defendant on Tuesday, 23 August 1994 at 10:00, on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Malmesbury, at 11 St Johns Street, Malmesbury:

Erf 1340, Melkbosstrand, in the area of the local council of Melkbosstrand, Cape Division, measuring in extent nine hundred and forty-one (941) square metres, held by Deed of Transfer T60702/1988, also known as 13 Tarentaal Way, Melkbosstrand.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property is a beach front erf improved by way of a double-storey dwelling with double garage. The property is fully walled with a garden, brick-paved driveway to double garage which is separate from the dwelling-house. The dwelling-house is a large plastered double-storey with a cement tiled roof with PVC sliding doors and windows.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of the sale.

2. Auctioneer's charges, payable on the day of the 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 R100 (one hundred rand).

Dated at Cape Town this 8th day of June 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 30 Hout Street, Cape Town. (Ref. C. Todd/GIR/jv/36836.)

The Sheriff, Supreme Court, P.O. Box 299, Malmesbury, 7300.

Case 15937/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **N. W. Mbengo,** First Execution Debtor, and **N. C. Mbengo,** Second Execution Debtor, jointly and severally, the one paying, the other to be absolved

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 6 June 1994 and in pursuance of an attachment in execution dated 15 June 1994, a sale by public auction will be held in front of the New Law Courts, North End, Port Elizabeth, on Friday, 19 August 1994 at 14:15, of the following immovable property situated at 228 Mgwanqa Street, Motherwell:

Zoned: Residential.

Being Erf 465 (now Erf 8635), Motherwell, Nu6, Phase 1, Administrative District of Uitenhage, in extent 267 square metres, held by Nqabisile Wilson Mbengo and Nombeko Cynthia Mbengo, under Certificate of Registered Grant of Leasehold TL749/90, and subject to the conditions referred to therein.

The following improvements are situated on the propety, although in this respect is guaranteed: Single storey detached brick dwelling consisting of lounge, two bedrooms, kitchen and bathroom.

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, Port Elizabeth.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) up 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 11th day of July 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Service address: 186 Cape Road, Port Elizabeth.

Case 240/94

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

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **Fred Rouwan Stroud,** married in community of property to **Virginia Roxane Stroud,** Judgment Debtor

In pursuance of a judgment granted on 24 March 1994 in the Caledon Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 11:00, at 1142 Bee Road, Pringle Bay, to the highest bidder:

Description: Erf 1142, Pringle Bay, situated in the area of the local Council of Pringle Bay, Division of Caledon, in extent one thousand and seventy (1 070) square metres.

Postal address: 1142 Bee Road, Pringle Bay.

Improvements: Vacant erf.

Held by the Defendant in his name under Deed of Transfer T68765/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Meul Street, Caledon.

Dated at Somerset West this 9th day of July 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Case 54494/90

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

In the matter between **United Bank Limited,** Judgment Creditor, and **D. J. Jantjies,** First Judgment Debtor, and **C. A. Jantjies,** Second Judgment Debtor

In pursuance of a judgment granted on 28 January 1991, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 25 August 1994 at 10:00, at Wynberg Court-house:

Description: Erf 1164, Weltevreden Valley, in the Municipality of Cape Town, Cape Division, in extent three hundred and fifty (350) square metres.

Postal address: 17 Sandra Street, Weltevreden Valley.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and toilet/bathroom.

Held by Deed of Transfer 19778/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 20,75% (twenty comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an appront shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 12th day of July 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.] (Ref. W30762/HVN/Mrs Wolmarans.)

Case 12920/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Judgment Creditor, and **Ethel Felecia Damons,** Judgment Debtor

In pursuance of a judgment granted on 15 April 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 30 August 1994 at 11:00, at Goodwood Court-house:

Description: Erf 21756, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent six hundred and nineteen (619) square metres.

Postal address: 136 Connaught Road, Elsie's River.

Improvements: Dwelling: Lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom, toilet and two garages.

Held by Deed of Transfer 47705/83.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per 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 12th day of July 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.] (Ref. Z51948/HVN/Mrs Wolmarans.)

Case 9729/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Hilton Ray Mitchell** and **Marylin Deana Mitchell,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Malmesbury, on 8 September 1994 at 10:00:

Erf 758, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 664 square metres, also known as 6 Flora Crescent, Atlantis.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking insitution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 11th day of July 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 767/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Faried Salie,** Eiser, en **Haroon Abdul Hack Cajee** en **Ismail Cassim Desai,** Verweerders

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 5 April 1994 en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 23 Augustus 1994 om 10:30, by die betrokke erf, naamlik:

Beskrywing: Erf 11822, Kaapstad te Woodstock, in die stad Kaapstad, Kaapse Afdeling.

Adres: Kentweg 6, Woodstock.

Verbeterings: Baksteen- en sementwoning met sinkdak, bestaande uit drie slaapkamers, toilet/badkamer, sitkamer en kombuis met ingeboude kaste.

1. Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshofwet en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

1.2 Die koper sal verantwoordelik wees vir betaling van rente teen die koers tans gevra deur die Eiser op lenings ekwivalent aan die koopprys vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

1.3 Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transportregistrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

1.4 Die volledige verkoopvoorwaardes is beskikbaar by die Geregsbode, Mandatumgebou, Barrackstraat, Kaapstad, en by die Klerk van die Hof, Landdroskantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by G. W. van Niekerk, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 6de dag van Julie 1994.

Die Balju vir Kaapstad, Mandatumgebou, Barrackstraat, Kaapstad. [Tel. (021) 45-7560.] [Faks. (021) 461-1540.]

Case 9512/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Miss Aldridge Koopman,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 6 September 1994 at 10:00, and at the property of the following immovable property:

Erf 173, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 357 square metres, held by Deed of Transfer T39420/1992, situated at 21 Vega Close, Blue Downs, Cape.

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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exlusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of 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 and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A house consisting of lounge, kitchen, three bedrooms, one and a half bathrooms and garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Kuils River and at the offices of the undermentioned auctioneers.

Michael James Organisation, 63 Victoria Road, Somerset West.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/135135.)

Case 32667/93

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

First National Bank *versus* **C. R. Preyser**

The property: Erf 69798, Wynberg, in extent 496 square metres, situated at 21/23 Belfast Road, Wynberg.

Improvements (not guaranteed): Two semi-detached dwellings, brick walls, zinc roof, each consisting of two bedrooms, bathroom, kitchen, lounge, double garage and granny flat behind No. 21.

Sale date: 29 August 1994 at 10:00.

Place of sale: On site.

Material conditions: The sale will be by public auction to the highest bidder, subject to 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 and set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Date: 7 July 1994.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 38756/92

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

Nedcor Bank Limited *versus* **Jane Anne Millar**

The property: Erf 9731, Constantia, in extent 704 square metres, situated at 16 Katie Martin Way, Kirstenhof.

Improvements (not guaranteed): Brick walls, tiled roof, three bedrooms, lounge, kitchen, bathroom, dining-room, study, single garage and swimming-pool.

Sale date: 30 August 1994 at 10:00.

Place of sale: 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 prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Date: 5 July 1994.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 3688/94

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 **M. W. Bester,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 9 June 1994, and in pursuance of an attachment in execution dated 15 June 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 18 August 1994 at 11:00, of the following immovable property situated at:

28 Starling Drive, Uitenhage.

Zoned: Residential, being Erf 9941, Uitenhage, in the Municipality and Division of Uitenhage, in extent 325 square metres, held by Martin William Bester, under Deed of Transfer T90351/93, 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 brick dwelling under asbestos with lounge, dining-room, three bedrooms, kitchen, two bathrooms 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) Sheriff's (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 12th day of July 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 4547/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit,** Eiser, en **A. Basson,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 29 Augustus 1994 om 11:00, aan die hoogste bieder verkoop word:

Erf 11433, Worcester, geleë te Essopstraat 64, Worcester, in die munisipaliteit en afdeling Worcester, groot 301 (drie-honderd-en-een) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koop-prys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoop-datum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nage-gaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 19de dag van Julie 1994.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Case 37121/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **D. C. de Waal** (NB0029), 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 23 August 1994 at 09:15:

Property: Remainder of Erf 8456, Parow, in the Municipality of Parow, Division Cape, measuring 471 (four hundred and seventy-one) square metres, held by Deed of Transfer T55504/90, more specifically known as 58 Fifth Avenue, Ravensmead.

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: 6 July 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. H. M. P. Kruger/JDT.)

Case 5638/93

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 **Christopher Ivan Maree,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 30 June 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 25 August 1994 at 09:15:

Erf 299, Rustdal, formerly known as Erf 794, Gaylee Township Extension 1, in the Local Area of Rustdal, Stellenbosch Division, in extent 712 (seven hundred and twelve) square metres. *Street address:* 10 Wilge Avenue, Rustdal, Blackheath.

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, three bedrooms and bathroom/ w.c./shower.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 25th day July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3151/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff/Judgment Creditor, and **Harold David van Eeden,** Defendant/Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River, dated 27 May 1992, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 22 August 1994 at 10:00, at the site being:

Erf 8139, Brackenfell, situated in the Scottsdene Local Area, Division of Stellenbosch, in extent three hundred and thirty-three (333) square metres, held by the Defendant by Deed of Transfer T30063/1988, also known as 111, North Pine Drive, North Pine, Brackenfell.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: A single dwelling built of brick under tiled roof, consisting of a lounge, three bedrooms, kitchen, bathroom, toilet and garage.

3. *Payment:*

3.1 One tenth ($\frac{1}{10}$) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on:

3.3.1. The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer.

3.3.2. Interest shall further be paid on any preferent Creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court at Wynberg, or at the offices of the undersigned.

R. E. Ellis & Associates, Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Case 6412/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mogamet Nadir Abrahams,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 180 Third Avenue, Grassy Park, on Wednesday, 14 September 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 10806, Grassy Park, at Grassy Park, in the Local Area of Grassy Park, Administrative District of the Cape, in extent 324 square metres, and situated at 180 Third Avenue, Grassy Park.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 50 square metre main dwelling, consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom with water closet and a 20 square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (fiver 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 Montague Gardens this 26th day of July 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attoreys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1760/4457.)

Case 5236/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Andrew Samuels,** First Judgment Debtor, and **Doreen Mary Samuels,** Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain, dated 9 December 1993, and a writ of execution issued thereafter, the following property will be sold in execution at the Court-house on 5 September 1994 at 10:00, to the highest bidder, namely:

Erf 34186, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T26956/1992, commonly known as 16 Naboom Street, Eastridge, Mitchells Plain, which has the following improvements but nothing is guaranteed: A single brick dwelling under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.

2. The full conditions of sale which will be read out by the auctioneer immediately prior to the sale, may be inspected at his office or that of the Sheriff for the Magistrate's Court.

Dated at Athlone this 14th day of July 1994.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. YE/bd/F-24/93.)

Case 11158/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank), *versus* **Francis Margareta Catharina Evertse**

The following property will be sold in execution in front of the Courth-house for the District of Mitchells Plain, on Tuesday, 30 August 1994 at 10:00, to the highest bidder:

Erf 40909, Mitchells Plain, in extent 253 square metres, held by T17943/1988, situated at 72 Estelle Crescent, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D1U0516/100569/gl.)

Case 516/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limted, trading as United Bank, *versus* **Mogamat Edries Dramat** and **Amieda Dramat**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 30 August 1994 at 10:00, to the highest bidder:

Erf 459, Weltevreden Valley, in extent 294 square metres, held by T31576/1989, situated at 14 Eland Road, The Leagues, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D1U0704/102065/gl.)

Case 1533/92

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **S. Benjamin** Judgment Debtor

In execution of a judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Wednesday, 7 September 1994 at 14:00, and at the property of the following immovable property:

Remainder Erf 83811, Cape Town, at Retreat, in the Municipality of Cape Town, Cape Division, in extent 1 694 square metres, held by Certificate of Consolidated Title T5203/1962, situated at 10th Avenue, Retreat, Cape.

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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported but nothing is guaranteed: Brick building consisting of cafe, paint shop, tyre shop, butchery, service station and house, consisting of ± four bedrooms, bathroom, kitchen, lounge and under an asbestos roof.

And subject to the full conditions of sale which will be read out at the time of the sale, and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermentioned auctioneers:

Permanent Trust, Southern Life Building, 8 Riebeeck Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/113455.)

Case 13190/94

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Estate Late Ebrahim Salie** Judgment Debtor

In execution of a judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, 15 September 1994 at 12:00, and at the property of the following immovable property:

Remainder Erf 36325, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 837 square metres, held by Deed of Transfer T3977/1966, situated at 84 Libra Road, Surrey Estate, Athlone, Cape.

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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank our building society guarantee.

3. The following improvements to the property are reported but nothing is guaranteed: A dwelling consisting of lounge, kitchen, five bedrooms, bathroom, toilet and two maid's rooms with toilet.

And subject to the full conditions of sale which will be read out at the time of the sale, and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermentioned auctioneers:

Michael James Organisation, 63 Victoria Road, Somerset West, Cape.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/143793.)

Case 5739/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank Limited,** Plaintiff (Execution Creditor), and **Vernon Johnson,** First Execution Debtor, and **Martha Mary Johnson,** Second Execution Debtor

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 15 June 1994, a sale in execution will take place on Friday, 26 August 1994 at 09:00, at Kuils River Magistrate's Court, of:

Certain: Erf 3875, Blue Downs, situated in the Local Area of Lower Kuils River No. 1, Administration District of Stellenbosch, Cape Division, measuring 308 (three hundred and eight) square metres, held by the Execution Debtor under Deed of Transfer T53841/88.

The property is a single-storey dwelling of brick walls under an asbestos roof comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River who shall be the auctioneer.

Dated at Cape Town this 18th day of July 1994.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/VDP/V54508.)

Saak 14750/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Claud Brown,** getroud binne gemeenskap van goedere met **Jennifer Brown,** Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Kuilsrivier, op 8 April 1994, en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Vrydag, 2 September 1994 om 09:00, te Carol Annestraat 35, Brentwood Park, Blue Downs:

Erf 5894, Blue Downs, in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 257 (tweehonderd sewe-en-vyftig) vierkante meter, ook bekend as Carol Annestraat 35, Brentwood Park, Blue Downs.

Verkoopvoorwaardes:

Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Landdroshofwet, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Strand.

Gedateer te Strand hierdie 12de dag van Julie 1994.

P. du Toit, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Saak 14751/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Stephanus Majoor,** getroud binne gemeenskap van goedere met **Pascalina Theresa Majoor,** Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Kuilsrivier, op 20 Desember 1993 en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Woensdag, 24 Augustus 1994 om 12:15, te Lynettestraat 23, Brentwood Park, Blue Downs:

Erf 5858, Blue Downs, in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 267 (tweehonderd sewe-en-sestig) vierkante meter, ook bekend as Lynettestraat 23, Brentwood Park, Blue Downs.

Verkoopvoorwaardes:

Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Landdroshofwet, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Strand.

Gedateer te Strand hierdie 12de dag van Julie 1994.

P. du Toit, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Saak 5479/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Jeftha Jakobus Geldenhuys,** Eerste Verweerder, en **Ann Geldenhuys,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Somerset-Wes, op 12 Januarie 1994, en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op 30 Augustus 1994 om 10:00, te Landdroshof, Somerset-Wes.

Erf 8561, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 349 (driehonderd nege-en-veertig) vierkante meter, ook bekend as Heathstraat 3, Garden Village, Somerset-Wes.

Verkoopvoorwaardes:

Die eiendom sal sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Landdroshofwet, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Strand.

Gedateer te Strand op hierdie 25ste dag van Julie 1994.

P. du Toit, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Saak 884/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **mnr. J. A. Cloete,** Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendomme by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word op 26 Augustus 1994 om 10:30, naamlik:

Erf 866, Sea Vista, in die Munisipaliteit van St Francisbaai, afdeling Humansdorp en geleë te Praslinstraat, St Francisbaai, groot 1 085 (eenduisend vyf-en-tagtig) vierkante meter.

Verbeterings: Leë erf.

Die veilingsvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju van die Landdroshof.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 27ste dag van Julie 1994.

Nel Muller Mentz & Coetzee Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

Saak 23002/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank,** Eiser, en **Brenda Helen Lisk,** Eerste Verweerder, en **Eric Aubrey F. Lisk,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die bogenoemde Agbare Hof en 'n ander lasbrief van eksekusie gedateer 4 Oktober 1993, sal 'n verkoping sonder reserwe van die volgende eiendom deur die Balju, Hooggeregshof, Humansdorp, te Annlaan 11, St Francisbaai, op 26 Augustus 1994 om 11:00, aan die hoogste bieder verkoop word:

Beskrywing: Twee-derde aandeel in Erf 188, Sea Vista, in die Munisipaliteit van St Francisbaai, 'n divisie van Humansdorp, grootte 1169 vierkante meter, gehou kragtens Transportakte T49220/89.

Verbeteringe (Hier is niks gewaarborg nie).

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal. Die balans tesame met rente vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n bank- of bougenootskap- of ander aanneembare waarborg wat deur die Eiser se prokureur goedgekeur binne 14 (veertien) dae vanaf datum van verkoping.

Die afslaersgelde bereken teen: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum van R200 (tweehonderd rand).

Die verkoopvoorwaardes kan te Balju, Humansdorp, by die kantore van C. W. Malan & Kie. besigtig word tussen werksure te Kerkstraat 37, Humansdorp.

Nota: Om nadere besonderhede skakel Piet Joubert, (011) 335-8222.

Gedateer te Humansdorp op hierdie 29ste dag van Julie 1994.

Smit & Marais, Eiser se Prokureurs, 11de Verdieping, Schreinerkamers, hoek van Pritchard- en Kruisstraat, Johannesburg.

Case 328/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of SA Ltd,** trading as Firstcard, Plaintiff, and **M. J. Appolis,** Defendant

The undermentioned property will be sold in execution by public auction on Wednesday, 24 August 1994 at 10:00, to the highest bidder in front of the Magistrate's Court, Wynberg, namely:

Erf 15620, Cape Town, at Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 194 (one hundred and ninety-four) square metres, held by Deed of Transfer T41350/1986, situated at 51 Durban Way, Portlands, Mitchells Plain.

Consisting of one brick dwelling under tiled roof comprising three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event there being any preferent creditor's claim) from the date of sale to date of transfer against registration of transfer, which amounts are to be secured by approved bank 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 immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Fish Hoek on this the 30th day of June 1994.

Buchanan Boyes, Plaintiff's Attorneys, Hove-To, Medical Centre, 18 Kommetjie Road, Fish Hoek. (Tel. 782-6025.)

NATAL

Case 5929/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Calvin Martin Emmanuel,** First Defendant, and **Loraine Sandra Emmanuel,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 18 January 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Inanda District Two on 19 August 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Subdivision 3 of Lot 429, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 300 (three hundred) square metres, held under Deed of Transfer T27087/91, subject to the conditions therein contained.

Physical address of property: 131 Maasbanker Avenue, Newlands West, Natal.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect thereof): Brick under tile semi-detached double-storey dwelling with water and lights consisting of:

Upstairs: Three bedrooms and bathroom.

Downstairs: Kitchen, lounge and toilet.

1. The sale shall be subject to the terms and conditions of the Supreme 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 together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda District Two, within fourteen (14) days after the date of the sale.

3. Payment of Value-Adde 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 current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 27th day of June 1994.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/lp/15F1909A3.)

Case 148/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Subaschund Bramdeo,** First Defendant, and **Mrs Minawathie Bramdeo,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 13 April 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 19 August 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 4 of Lot 573, Reservoir Hills (Extension 1), situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and ninety-three (1 193) square metres, which property is physically situated at 67 Battersea Avenue, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T1567/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, family room, dining-room, kitchen, pantry, four bedrooms, study, bathroom/toilet/shower, double garage, staff quarters, laundry, shower/toilet and pool.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 30th day of June 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex: 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/U178/027907/Mrs Chetty.)

Case 211/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Roderick Mbukwa Mdlalose,** Defendant

In pursuance of a judgment granted on 19 April 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 August 1994 at 09:00, to be held at the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J1507, situated in the Township of Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address:* J1507, Esikhawini Township.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court Building, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of July 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/729/94 (05/K600/729.)]

Case 174/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Bonginkosi Ampsford Zulu,** Defendant

In pursuance of a judgment granted on 15 April 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 August 1994 at 09:00, to be held at Magistrate's Court Buildings, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit J27, situated in the Township of Esikhawini, District of Ongoye, in extent 338 square metres.

1. (b) *Street address:* Ownership Unit J27, Esikhawini.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this the 7th day of July 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/707/94 (05/K600/707).]

Case 2006/94

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

In the matter between **Allied Bank** (A division of ABSA Bank Limited No. 86/04794/06), Execution Creditor, and **Freddy Xoli,** Execution Debtor

In pursuance of a judgment granted on 3 March 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 24 August 1994 at 10:00, in front of the Magistrate's Court, South entrance, under the Flag Pole, Umlazi, to the highest bidder:

Description: A certain piece of land being Site L1011, situated in the Township of Umlazi, District of Umlazi, in extent 383 (three hundred and eighty-three) square metres.

Postal address: Site L1011, Umlazi, Natal.

Improvements: Brick and plastered dwelling-house with tiled roof consisting of three bedrooms, bathroom, kitchen, dining-room, electricity (nothing in this regard is guaranteed).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Umbumbulu/Umlazi, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Holmes/L. Holmes/020937.)

Case 772/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Siza Kenneth Kunene,** Execution Debtor

In pursuance of judgment granted on 21 April 1994, in the Magistrate's Court of Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 25 August 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain Unit being:

(a) Section 20, as shown and more fully described on Sectional Plan SS139/1981, in the scheme known as Bryanston Heights, in respect of the land and building or buildings situated at Durban, City of Durban, Administrative District of Natal, of which the floor area, according to the said sectional plan, is 65 (sixty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 204 Bryanston Heights, 169 Berea Road, Durban, 4001.

Improvements: Sectional title unit consisting of: Lounge, dining-room, two bedrooms, kitchen, bathroom, toilet.

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 Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban on this 6th day of July 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/072/027911/Mrs Chetty.)

Case 930/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Lot 3157 Margate (Unit 1) BK,** First Execution Debtor, and **Johannes Petrus Maree,** Second Execution Debtor, and **Salome Maree,** Third Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 26 April 1994, the following immovable property will be sold in execution on 19 August 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

1. Section 1, as shown and more fully described on Sectional Plan SS88/1990, in the scheme known as Hencolof Villa, in respect of the land and building or buildings situated at Margate, of which section the floor area, according to the said sectional plan is 90 (ninety) square metres in extent; and

2. An exclusive use area described at P1 (open parking), measuring 15 (fifteen) square metres being part of the common property, comprising the land and building or buildings known as Hencolof Villa situated at Margate as shown and more fully described on Sectional Plan SS88/1990, held under Notarial Deed of Cession SK108/91.

The following information is furnished regarding the property (but is not guaranteed): The property is situated at Lot 3157, Margate.

Upon the property is a dwelling under brick and asbestos consisting of bathroom, open plan lounge, kitchen and dining-room, entrance hall, three bedrooms, carport and patio.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate on this the 6th day of July 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; 50 Bisset Street, Port Shepstone.

Case 950/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Roychandh Kathwaroo Bidasee,** First Defendant, and **Pravinthra Bidasee,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 3 June 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, 19 August 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 698, Glencoe, situated in the Borough of Glencoe, and in the Dundee/Glencoe Regional Water Services Area, Administrative District of Natal, in extent one thousand five hundred and fifty-eight (1 558) square metres, which property is physically situated at 17 Burnside Road, Glencoe, Natal, and which property is held by the above-named Defendants under and by virute of Deed of Transfer T23604/1983.

Improvements: Without constituting a warranty of any nature the property has been improved by the erection thereon of a brick under iron house consisting of a lounge, bedroom, kitchen, 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) 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 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 21st day of July 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3792/93

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 **John Amos Midgley,** 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 District 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 19 August 1994 at 09:00, 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: Lot 1058, La Lucia Extension 5, situated in the Borough of Umhlanga, and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand four hundred and fifty-eight (1 458) square metres and held under Deed of Transfer T1193/91.

Street address: 43 Ridge Road, La Lucia.

Improvements: A brick under tile roof house with hot and cold water consisting of: Dining-room, lounge, kitchen with built-in cupboards, bedroom, two bedrooms with en suite, toilet with sink, bathroom with shower - single tub, servant's quarter, swimming-pool, verandah and double garage.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. [Tel. (0322) 92-1000.]

Dated at Durban this 13th day of July 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 2811/94

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 **Thembinkosi Pius Mchunu,** 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, Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 26 August 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: Subdivision 2 of Lot 359, Sea View, situated in the City of Durban, Administrative District of Natal, in extent one thousand and one (1 001) square metres and held under Deed of Transfer T31117/93.

Street address: 69 Redhill Road, Sea View, Durban.

Improvements: A single storey brick and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and store-room.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 21 Stafmayer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 13th day of July 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 79793/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Archibald Lamond Vorster,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 23 December 1993, a sale in execution will be held on 25 August 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court, for Durban South, to the highest bidder:

Lot 47, Southern Umlazi, situated in the Borough of Kingsburgh, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 530 (one thousand five hundred and thirty) square metres, siltuated at 34 Gus Brown Road, Warner Beach.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consist of one brick under tile roof house comprising main ensuite, two bedrooms, lounge, dining-room, kitchen, two toilets and two bathrooms, pantry and patio. One outbuilding comprising servants' quarters with toilet and shower, three offices, swimming-pool and bar area. One three bedroom cottage, bathroom, kitchen, lounge, dining-room and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of 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, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 13th day of July 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N538.3428/93.)

Case 770/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **kwaZulu Finance and Investment Corporation Limited,** Execution Creditor, and **Jacob Beckson Cele,** Execution Debtor

In pursuance of a judgment granted on 7 April 1994, in the Court of the Magistrate, in Port Shepstone, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 September 1994 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Site A1157, in extent 372 (three hundred and seventy-two) square metres, situated in the Township of Gamalakhe, in the District of Izingolweni.

Improvements: Dwelling under brick and tile consisting of lounge, three bedrooms, bathroom, kitchen and verandah.

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 centum) in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff, within fourteen (14) days after 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 of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Dated at Margate on this the 14th day of July 1994.

Robinson & Associates, Samgram House, Post Office Lane, P.O. Box 1034, Margate, 4275. (Tel. 03931-73196.) (Ref. WGR/LSL/AK240.)

Case 1353/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Dharamraj Harihar,** First Execution Debtor, **Neelawathie Harihar,** Second Execution Debtor, **Prabesh Harihar,** Third Execution Debtor, and **Rampathie Harihar,** Fourth Execution Debtor

In pursuance of a judgment granted on 6 September 1993, in the Magistrate's Court for the District of Umzinto, held at Scottburgh, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 26 August 1994 at 10:00, at Main entrance, to the Magistrate's Court, Scott Street, Scottburgh:

Description: Subdivision 31 (of 1) of Lot 8 No. 1867, situated in the Willow Glen Development area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1,0117 (one comma nought one one seven) hectares and held under Deed of Transfer Nos. T18066/91 and T18067/91.

Street address: Lot 8 No. 1867, Willow Glen, being 31 Main Road Willow Glen, Umkomaas.

Improvements: Brick and cement under asbestos dwelling consisting of enclosed verandah, four bedrooms, dining-room, kitchen, pantry, bathroom, lounge, passage and two bedrooms.

Outbuildings: Two toilets, shed, lean to and temple.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court, or of the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16% (sixteen per cent) per annum, to the bondholder, Nedcor Bank Limited (formerly 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 offices of the Sheriff of the Magistrate's Court, Scottburgh. [Tel. (0323) 2-1595 — Mrs Matthews).

Dated at Durban on this the 21st day of July 1994

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 3249/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Michael Hyacinth Sibisi,** 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 19 August 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 2334, Unit A, in the Township of kwaMakhutha, District of Umbumbulu, Natal in extent of 338 (three hundred and thirty-eight) square metres, represented and described on Deed of Grant 975/07.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 233, 4 Unit A, in the Township of kwaMakhutha, District of Umbumbulu, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 12th day of July 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0188/C4.)

Case 38518/92

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

In the matter between **United Bank Limited** (No. 86/04794/06), Execution Creditor, and **Graham Griffen Campbell,** First Execution Debtor, and **Linda Mary Campbell,** Second Execution Debtor

In pursuance of judgment granted on 29 October 1992, 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 25 August 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: A certain piece of land being: Subdivision 59 (a Subdivision of 9) of the Farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 690 (six hundred and ninety) square metres.

Postal address: 11 Norwich Crescent, Woodlands, Durban.

Improvements: A brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, staff-rooms with toilet and shower, garage.

Town-planning zoning: Special Residential 650. *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, 101 Lejaton, 40 St Georges Street, Durban or at our offices.

Dated at Durban on this the 5th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.) (Ref. CMK/001116/016/Mrs Chetty.)

Case 857/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Shailendra Amichand,** Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 18 May 1994, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 26 August 1994 at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

The immovable property is Subdivision 400 (of 228) of the farm Belfort 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 583 (five hundred and eighty-three) square metres.

Postal address: 21 Fair Breeze Road, Pietermaritzburg, Natal.

Improvements: Single-storey dwelling, brick and block under tiles, lounge, kitchen, two bedrooms, bathroom and toilet. 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, 4 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia,* for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum from 15 March 1994, 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 July 1994.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/fcs/87E0164/94.)

Case 1201/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Gonagnanam Pillay,** Plaintiff, and **Parmaswaran Pillay,** 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 District Two, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 19 August 1994 at 09:00, 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: A one-quarter share in and to Lot 603, Tongaat, situated in the Township of Tongaat and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 8 195 (eight thousand one hundred and ninety-five) square metres, held under Deed of Transfer T17221/1974.

Street address: 43-47 Causerina Drive, Tongaat Beach, South Tongaat.

Improvements: Cottage 1: Brick under asbestos building with water and lights consisting of two bedrooms, kitchen, lounge, toilet with shower. *Cottage 2:* Block under asbestos building with water and lights consisting of two bedrooms, kitchen, lounge, toilet with shower. *Cottage 3:* Block under asbestos building with water and lights consisting of two bedrooms, kitchen, lounge, toilet, bathroom and single garage. *Cottage 4:* Double storey block under asbestos building with water and lights consisting of: *Upstairs:* Three bedrooms, bathroom with toilet. *Downstairs:* Dining-room with lounge, kitchen, toilet with shower. *Cottage 5:* Servants' quarters, block under asbestos building with water and lights consisting of bedroom, kitchen, lounge, toilet with shower.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. [Tel. (0322) 92-1000.)

Dated at Durban on this the 29th day of June 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 1088/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ndodeni Titus Dladla,** 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 19 August 1994 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 388, Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 530 (five hundred and thirty) square metres, represented and described on Deed of Grant 14267.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 388, Unit A, 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 aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 24th day of June 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0191/B4.)

Case 260/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Hloniphizwe Siphiwe Ndlovu,** First Defendant, and **Thoko Doreen Mdluli,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 19 August 1994 at 09:30, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 106 of Lot 1793, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 727 (seven hundred ans twenty-seven) square metres, held under Deed of Transfer T25298/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 105 Haynes Road, Richmond Crest, Pietermaritzburg.

2. The property has been improved by the construction thereon of a brick under tile dwelling with three bedrooms, one and a half bathroom, lounge, open plan dining/kitchen area, double garage, servants' quarters and swimming-pool.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this the 23rd day of June 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 147.)

Case 511/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Henry Boy Khanyile,** Defendant

In pursuance of a judgment granted on 19 April 1994, in the Magistrate's Court for the District of Mtunzini, held at Mtunzini, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 23 August 1994 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: H705 eSikhawini, situated in the Township of eSikhawini, District of Ongoye, in extent 716 (seven hundred and sixteen) square metres.

Postal address: H705 Tholeni Street, eSikhawini, Natal.

Improvements: Single storey face brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, bathroom/toilet/shower and toilet. The outbuildings comprise two garages.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 16% (sixteen per centum) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholder's interest at the rates stipulated in such bonds.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

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

Dated at Durban on this the 6th day of July 1994.

Lucia Toich-Glass, Plaintiff's Attorneys, 11 Hignett Street, Mtunzini; instructed by Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6582/mvr.)

Case 222/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **Eskom Finance Co. (Pty) Ltd,** Plaintiff, and **Bethuel Ngcobo,** Defendant

Kindly take notice that in pursuance of a judgment of the above Honourable Court granted on 30 May 1994, and warrant of execution issued on 22 June 1994, the right, title and interest in the right of leasehold in respect of the undermentioned immovable property will be sold in front of the Magistrate's Court, Greytown, on Friday, 19 August 1994 at 11:00, or so soon thereafter as possible:

Lot 770, Enhlalakahle, situated in the Administrative District of Natal in the extent of 275 (two hundred and seventy-five) square metres.

A dwelling-house is situated on the property although no guarantees are given in this regard.

All the material conditions of sale may be viewed at the office of the Sheriff, Greytown, and at the office of the Execution Creditor's attorneys at the address mentioned below and the following conditions are high-lighted:

1. The sale is without reserve and the property will be sold to the highest bidder subject to the discretion of the Sheriff who may refuse to accept any bid.

2. 10% (ten per centum) of the purchase price shall be payable on the day of the sale to the Sheriff and the balance is to be secured within 30 days from the date of the sale by suitable guarantees being lodged with the Execution Creditor's attorneys.

Dated at Greytown on this the 13th day of July 1994.

Nel & Stevens, Execution Creditor's Attorneys, 117A Voortrekker Street, Greytown, 3500. (Ref. 04 H021 001.)

Case 1795/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Kesseth Nontsekelelo Mkhize,** Defendant

In pursuance of judgment granted on 31 March 1994, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Lot 2512, in extent 3 358 square metres, situated in the Township of Clermont, held by virtue of Deed of Transfer T27367/1989.

Physical address: 2512 21st Street, Clermont.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (36 m^2) comprising three bedrooms. Municipal water supply. Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23430/26.)

Case 1496/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Fiki Tobias Mkhize,** Defendant

In pursuance of judgment granted on 23 September 1993, in the Umlazi Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 August 1994 at 10:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), to the highest bidder:

Description: A certain piece of land being Ownership Unit AA44, in extent 724 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 5756/1983.

Physical address: Ownership Unit AA44, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a split level brick/plaster and concrete tile dwelling (68,2 m^2) comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Outbuilding (42 m^2) and verandah (8 m^2).

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 20th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17525/26.)

Case 5454/93

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

In the matter between **Khayalethu Home Loans (Proprietary) Limited,** Plaintiff, and **Gerlie Angeline Biyela,** Defendant

In pursuance of judgment granted on 22 June 1993, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Site D151, in extent 455 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 00010903.

Physical address: Site D151, kwaDabeka.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (77,50 m^2) comprising lounge, kitchen, three bedrooms, bathroom and w.c. Municipal electricity, water supply: Local authority, sanitation: septic tank.

Improvements: Verandah (8,71 m^2), retaining wall (baskets) and slasto paving.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 10% (ten per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 13th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14799/35.)

Case 9400/92

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

In the matter between **Khayalethu Home Loans (Proprietary) Limited,** Plaintiff, and **Thamsanqa Petros Gcwenca,** First Defendant, and **Thembisile Lindeni Gcwenca,** Second Defendant

In pursuance of judgment granted on 10 August 1993 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Site D224, in extent 304 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 00010906.

Physical address: Site D224, kwaDabeka Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and asbestos dwelling (47 m^2) comprising kitchen, lounge, bedroom, bathroom and w.c.

Municipal water supply and sanitation: Local authority.

Improvements: Burglar bars.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 10% (ten per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 5th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08771/26.)

Case 1143/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Amarnath Ramather,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 25 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 Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Tuesday, 23 August 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:

Subdivision 3 of Lot 1026, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent nine hundred and seventy-three (973) square metres, which property is physically situated at 22 Tanjore Road, Ladysmith, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22432/92.

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 an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, shower and toilet. There is an outbuilding consisting of two carports, two servants' quarters, kitchen, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per 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 7th day of July 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1793/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Geoff Howells Properties CC,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 2 August 1993, 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, 23 August 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:

Remainder of Lot 639, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent one thousand nine hundred and fifty-two (1 952) square metres, which property is physically situated at 40 Stevenson Road, Ladysmith, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T20852/1981.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under iron dwelling consisting of lounge, dining-room, kitchen, three bedrooms, basement room, bathroom and toilet. There is an outbuilding consisting of garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per 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 16,75% (sixteen comma seven 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 18th day of July 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 26063/93

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

In the matter between **A. K. Essa,** Plaintiff, and **Ramesh Chedie,** Defendant

In pursuance of a judgment granted by the above Honourable Court dated 10 November 1993, the following immovable property will be sold in execution on 19 August 1994 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1 of Lot 155, Raisehtorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and ninety-eight (498) square metres.

The following information is furnished regarding the property but is not guaranteed: A brick dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

The property is situated at 563 Greytown Road, Raisethorpe, Pietermaritzburg,

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 and secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on this 13th day of July 1994.

M. E. Cajee, for Cajee & Associates, Exeuction Creditor's Atrorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 11320/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **The Hugo Frankson Family Trust,** First Defendant, **Craig Christopher Frakson,** Second Defendant, and **Jacqueline Stephanie Frankson,** Third Defendant

In pursuance of a judgment granted by the above Honourable Court dated 9 Junie 1994, the following immovable property will be sold in execution on 19 August 1994 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 310 (of 293) of Lot 1531, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand five hundred and one (1 501) square metres.

The following information is furnished regarding the property but is not guaranteed: *Main building:* A brick dwelling with tile roof consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, three w.c.'s and bedit. *Outbuildings:* Two garages, carport, servant's room, w.c. with pool, concrete balustrades, brick retaining walls, awnings, asphalting and paving.

The property is situated at: 5 Kelly Road, Lower Montrose, Pietermaritzburg.

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 and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of July 1994.

M. E. Cajee, for Cajee & Associate, Execution Creditor's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 10940/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Denzil Pillay,** Defendant

In pursuance of a judgment granted by the above Honourable Court dated 9 June 1994, the following immovable property will be sold in execution on 19 August 1994 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 86 of Lot 3183, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty-three (363) square metres.

The following information is furnished regarding the property but is not guaranteed: A brick dwelling consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, two w.c.'s, verander, hall with attached flat bedroom, kitchen, bathroom, w.c., paving and garage.

The property is situated at: 34 Polurar Road, Northdale, Pietermaritzburg.

Material conditions of sale: The purchaser shal pay (10%) ter per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of July 1994.

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 10941/94

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

In the matter between **NBS Bank Limited,** Plaintiff, **Rodrick Ince,** Defendant

In pursuance of a judgment granted by the above Honourable Court dated 9 June 1994, the following immovable property will be sold in execution on 19 August 1994 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 5694 (of 5599) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and seventy-six (276) square metres.

The following information is furnished regarding the property but is not guaranteed: A brick dwelling with asbestos roof consisting of lounge, kitchen, three bedrooms, bathroom, laundry, w.c. and awnings.

The property is situated at: 153 Springvale Road, Bombay Heights, Pietermaritzburg.

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 and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of July 1994.

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 13523/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Miranda Nosipho Ngculu,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 30 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 19 August 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 163 of Lot 1771, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 513 (five hundred and thirteen) square metres, situated at 51 Jordaan Road, Pietermaritzburg, held by Defendant under Deed of Transfer T1295/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Main dwelling: A single-storey dwelling having reinforced concrete walls under a Harveytile roof, with fitted carpets and comprising lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and porch.

Outbuildings: A building comprising garage and w.c.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 14th day of July 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. A. B. Burnett/06:N.2385/93.)

Case 13049/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jakobus Herselman,** First Defendant, and **Carey Lee Herselman,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 11 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 19 August 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 636, Hilton Extension 1, situated in the Hilton Town Board Area, Administrative District of Natal, in extent 4 346 (four thousand three hundred and forty-six) square metres, situated at 12 Tino Road, Hilton, Natal, held by Defendants under Deed of Transfer T13029/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey, brick under tile, dwelling with fitted carpets, lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and garage attached.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 14th day of July 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. A. B. Burnett/06:N.2385/93.)

Case 8501/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited,** Execution Creditor, and **Moothulingam Subban** (trading as Tongaat Electrical & Refrigeration), Execution Debtor

In pursuance of a judgment granted on 5 July 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 19 August 1994 at 09:00, at the front entrance of the Magistrate's Court:

Description: Lot 2801, Tongaat Extension 23, situated in the Township of Tongaat, Administrative District of Natal, in extent 820 square metres.

Street address: 14 Old Crescent, Tongaat.

Improvements: Brick and tile dwelling with water and lights comprising of five bedrooms, kitchen, lounge, dining-room, toilet and bathroom and garage.

Zoning: Residential.

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the bondholder, Allied Building Society Limited, and the Standard Bank of Southern Africa Limited and at the rate of 18,5% (eighteen comma five per cent) per annum 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.

Dated at Durban this 20th day of July 1994.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Monk/16N349151.)

Case 42753/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Perumal Pillay,** First Defendant, and **Govindamma Pillay,** Second Defendant

In pursuance of a judgment granted on 21 August 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 August 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 639, Westham, situated in the City of Durban, Administrative District of Natal, in extent 200 square metres.

Address: 14 Caterham Avenue, Westham, Phoenix.

Improvements: Block under tile semi-detached flat, comprising of three bedrooms, lounge, kitchen, toilet, bathroom 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 cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N225003.)

Case 014947/93

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **G. S. J. Fouché**, First Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 30 March 1994, and writ of execution dated 31 March 1994, the immovable property listed hereunder will be sold in execution on Friday, 26 August 1994 at 11:00, at 5 Bishop Street, Sheriff's Salesrooms, Camperdown, to the highest bidder:

Property description: Subdivision 2 (of 47), of the farm Uitkomst and Doornrug, Farm 852, Administrative District of Natal, in extent 14,3112 hectares, and held under Deed of Transfer T18477/1989.

Physical address: 157 District Road, Cato Ridge.

Conditions:

1. The property shall be sold with a reserve price of R150 000 and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under corrugate iron, large lounge, two kitchens, entrance hall, full bathroom, two toilets, two bedrooms, plus two smaller rooms, dam and pump house, three roomed servants' quarters under asbestos roof, reservoir, very old stone building consisting of seven stables under corrugated iron, large building consisting of large walk-in coldroom, cleaning area (mini factory) with three small interleading rooms under corrugated iron and small orchard (lemon, orange and guava trees).

3. The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Court, Camperdown, Natal.

Dated at Pinetown this 13th day of July 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/B108.)

Case 19221/94

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 **Runganathan Veerasami,** First Defendant, and **Sarojini Veerasami,** Second Defendant

In pursuance of a judgment granted on 13 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 26 August 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 157, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 303 square metres.

Address: 45 Esselen Crescent, Lenham, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom together, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per 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/05N011531.)

Case 655/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Carol Elizabeth Henderson,** First Defendant, and **Stuart James Henderson,** Second 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 23 August 1994 at 11:00, at the front steps of the Magistrate's Office, Empangeni, to the highest bidder for cash, without reserve:

Lot 614, Empangeni (Extension 12), situated in the Borough of Empangeni, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres held under Deed of Transfer T5826/88.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 51 Union Street, Empangeni, Natal.

2. The property has been improved by the construction thereon of a double storey slate roofed dwelling, with four bedrooms, two bathrooms, separate lounge and dining-room, study, family room, kitchen and laundry, garage, usual outbuildings and swimming-pool.

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 19th day of July 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vvm/S 231.)

Case 14842/93

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

In the matter between **Town Treasurer for the Borough of Pinetown,** Execution Creditor, and **M. Enoch,** First Execution Debtor, and **C. Enoch,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 10 February 1994, and a warrant of execution issued on 10 February 1994, the following immovable property will be sold in execution on 19 August 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 5 of Lot 6405, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 900 square metres.

Postal address: 6 Melia Road, Pinetown.

Improvements: Brick and tile dwelling consisting of three bedrooms, bathroom, toilet, shower/toilet, kitchen, dining-room, lounge, garage and servants' quarters.

Town-planning Zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchase (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 18th day of July 1994.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 14394/93

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

In the matter between **Town Treasurer for the Borough of Pinetown,** Execution Creditor, and **B. G. Bhengu,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 28 March 1994, and a warrant of execution issued on 28 March 1994, the following immovable property will be sold in execution on 19 August 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 488, 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 953 square metres.

Postal address: 22 Damyanti Road, Mariannhill, Pinetown.

Improvements: Brick and tile dwelling consisting of three bedrooms (with shower and toilet en-suite) bathroom, toilet, lounge, dining-room, kitchen, TV-lounge, study and garage.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's Attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown on this the 18th day of July 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 10842/93

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 **Est O Larm CC,** (No. CK90/29158/23), First Execution Debtor, and **Carel Dawid Esterhuizen,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 6 October 1993, the property listed hereunder will be sold in execution on 26 August 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 69, Forest Hills, situated in the Township of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and eighty (1 080) square metres.

Postal address: 21 Forest Drive, Forest Hills, KwaZulu-Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property (but nothing is guaranteed): Vacant Land.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 19th day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. mr Jenkins/nef/02/N012/188.)

Case 2610/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nomkhosi Agnes Mnguni,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 8 July 1994, the undermentioned property will be sold in execution on 24 August 1994 at 10:00, at the front entrance of the Magistrate's Court Newcastle, namely:

A certain Site A3731, Osizweni Township, District of Newcastle.

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 18th day of July 1994.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 9621/92

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

In the matter between **First National Bank of SA Limited,** Execution Creditor, and **Richard Dehane Schulz,** Execution Debtor

In pursuance of a judgment granted on 8 June 1992, in the Magistrate's Court, Pietermaritzburg, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 August 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, Natal:

Description: Remainder of Lot 7, Everton, situated in the Everton Health Committee Area and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 9598 (nine thousand five hundred and ninety-eight) square metres.

Postal address: 11 Hillside Road, Everton, Gillitts, Natal.

The property consists of land with improvements comprising facebrick under thatch dwelling, four bedrooms (main-en-suite), toilet, bathroom, lounge, dining-room, kitchen, double garage and servants' quarters and swimming-pool.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, 62 Caversham Road, Pinetown, Natal.

Dated at Pietermaritzburg, this 21st day of July 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 1119/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Ragubar Dayasingh,** First Execution Debtor, and **Mohanee Balraj Dayasingh,** Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 26 April 1994, the following immovable property will be sold in execution on 26 August 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 90 (of 37) of Lot 36, Marburg Settlement 5428, situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 349 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Andreason Street, Marburg.

Upon the property is a dwelling under brick and asbestos consisting of a workshop, two sheds, office, and office with toilet and basin. Outbuilding under brick and asbestos consisting of eight servant's rooms, 2 toilets, shower and bath.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 18th day of July 1994.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Case 1552/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Norman Dashwood Caple,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 10 June 1993, the following immovable property will be sold in execution on 26 August 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Section 12, as shown and more fully described on Sectional Plan SS132/90(12) in the building or buildings known as The Mall situated at Lot 1039, Port Edward of which the floor area, according to the said sectional plan is 19 square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Section Title ST132/90(12)(Unit), subject to the conditions of title contained therein and more especially to the reservation of mineral rights in favour of the state.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Unit 12, The Mall, Port Edward, upon the property is office and basin.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwhich, Port Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 18th day of July 1994.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.

Case 1404/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Themba Ralph Mnyandu,** 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 19 August 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 1942 Unit D, in the Township of kwaMashu, District of Ntuzuma, Natal, in extent of 323 (three hundred and twenty-three) square metres, represented and described on Deed of Grant G1871/90.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1942 Unit D, in the Township of kwaMashu, District of Ntuzuma, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings. It is a brick under tile house with water and lights consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

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 18th day of July 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0213/B4.)

Case 225/94

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 **Delport and Denbeigh Investments CC,** First Defendant, **Johannes Abraham Delport,** Second Defendant, and **Lyle Alan Denbeigh,** Third Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court (Durban South) on 26 August 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

Subdivision 24 of Lot 156, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 1 136 square metres held by First Defendant under Deed of Transfer T22514/89 and having street address at 1357 Bluff Road, Bluff, Durban.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned special Residential 650.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single-storey brick under tile dwelling comprising lounge, family room, dining-room, kitchen, three bedrooms, bathroom with shower, shower plus w.c. and extra w.c.

2.2.2 Outbuildings (attached) comprising garage, servants' quarters, laundry, shower and w.c.

2.2.3 Swimming-pool with sundeck and brickpave driveway.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the succesful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale; and

3.3 the full conditions of sale may be inspected at the office of the Sheriff South, 101 Lejaton, 40 St Georges Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

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

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1186/D11.)

Case 6649/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHARTSWORTH

In the matter between **Sun Paving CC,** Execution Creditor, and **Mr V Lalljith,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Chatsworth, dated 8 March 1994, and under a writ of execution issued thereafter, the following immovable property will be sold in execution, on 30 August 1994 at 10:00, in front of the Magistrate's Court Chatsworth, Justice Street, to the highest bidder:

Description of property: Lot 129, Shallcross Extension 1, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 465 (four hundred and sixty-five) square metres, held by Deed of Transfer T26156/1991, situated at 21 Olympia Street, Shallcross, Chatsworth.

Consisting of: One brick under tile roof dwelling. Comprising upstairs, including three bedrooms, toilet and bath, prayer and downstrairs lounge, dining-room, kitchen, three bedrooms, toilet and bath. Garage.

Postal address: 21 Olympia Street, Shallcross, Chatsworth.

Zoning: Residential area: Nothing is the above is quaranteed.

Material conditions:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots an subject to all the conditions of the title deed.

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately on the property being knocked down to the purchaser, unless otherwise agreed upon by the Execution Creditor.

2.2 The unpaid balace, together with interest on the full purchase price, at the present rate of 15,25% (fifteen comma two five per centum), calculated from the date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Durban on this the 8th day of July 1994.

Ridl-Glavovic, Plaintiff's Attorneys, Siltek House, Surrey Park, Essex Terrace, Westville. (Tel. 266-8505.) (Ref. L. J. Woodward.)

Case 13211/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Abraham Kessler,** First Defendant, and **Nechama Kessler,** Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 27 May 1994, a sale in execution will be held on 25 August 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrace, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court, for Durban Central, to the highest bidder:

Sub 12, of Carrington Heights, situated in the City of Durban, Administrative District of Natal, in extent 930 (nine hundred and thirty) square metres, situated at 25 Kinmont Crescent, Carrington Heights, Durban.

Improvements (the following informations is furnished but nothing is guaranteed in this regard):

The property consists of one brick under tile roof house with D.C. water and light comprising lounge/dining-room, three bedrooms all with built in wardrobes and one with en suite, kitchen with floor cupboards, bathroom/basin, toilet, single garage and the basement comprised room and toilet/shower. Swimming-pool on the propety precast fence.

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, Durban Central, 21 Stafmayer House, Beach Grove, 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 14th day of July 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/035.7042/94.)

Case 4499/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Shunmugam Naicker,** First Defendant, and **Sunbagavelli Naicker,** Second Defendant

In pursuance of a judgment granted on 2 June 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 August 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 502, Riverdene, situated in the City of Durban, Administrative District of Natal, held under Deed of Transfer T27225/90, in extent 329 (three hundred and twenty-nine) square metres.

Street address: 61 Fairydene Avenue, Newlands East.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential. *Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda, District (2)—Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this the 14th day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14583/JR.)

Case 2047/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Ravendra Murugan,** First Defendant, and **Kubanthri Murugan,** Second Defendant

In pursuance of a judgment granted on 18 April 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 August 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description:

(a) Section 70, as shown and more fully described on Sectional Plan SS24/1990, in the scheme known as Village Mews, in respect of the land and building or buildings situated at Tongaat, of which section the floor area, according to the said sectional plan is 86 (eighty-six) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST8625/1991.

(c) An exclusive use area described as Yard Y70, measuring 13 (thirteen) square metres, comprising the common property in the scheme known as Village Mews, situated at Tongaat, as shown and more fully described on Sectional Plan SS24/1990.

(d) An exclusive use area described as Garden G70, measuring 20 (twenty) square metres, comprising the common property in the scheme known as Village Mews, situated at Tongaat, as shown and more fully described on Sectional Plan SS24/1990, held under Certificate of Registered Real Rights SK729/1991S.

Street address: 70 Village Mews, Henrietta Road, Tongaat.

Improvements: Brick under tile, water and lights, three bedrooms, lounge, kitchen, toilet, bathroom. No fencing-Duplex (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential. *Special privilegs:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Inanda District (2)—Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this the 14th day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23696/JR.)

Case 3963/94

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 **Shane Stephan Howell,** 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, 26 August 1994 at 10:00:

Description: Subdivision 4 of Lot 210, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 964 (nine hundred and sixty-four) square metres, held under Deed of Transfer No. 37588/93.

Physical address: 79 Manor View Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: One brick under tile roof consisting of lounge, dining-room, study, kitchen, three bedrooms, bathroom, toilet, toilet with shower. Outbuildings consist of garage, carport, toilet with shower, store, swimming-pool. The property is fully fenced.

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, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban on this the 15th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.648/J. C. Jones.)

Case 803/93

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

In the matter between **Body Corporate Karami,** Execution Creditor, and **Electro Fence CC,** Execution Debtor

In pursuance of a judgment granted on 18 February 1994, in the Magistrate's Court, Mtunzini, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Tuesday, 23 August 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Mtunzini, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Mtunzini, at the time of the sale.

Description:

(a) Section 14, as shown and more fully described on Sectional Plan SS49/1981 in the scheme known as Karami, in respect of the land and building or buildings situated at Mandini, of which the floor area, according to the said sectional plan, is 141 square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

by virtue of a Certificate of Registered Sectional Title No. CRST49/1981 (14) (Unit).

Improvements: Duplex consisting of three bedrooms, one and a half bathroom, lounge/dining-room, fitted kitchen and single garage.

Residential address: Flat 14, Karami, Kudu Road, Mandini.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser shall pay 10% (ten per cent) of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of the sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Mtunzini, Natal.

Dated at Stanger on this the 30th day of June 1994.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Subrayan/vr/B. 691.)

Case 990/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Siphiwe Collin Khumalo,** 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 19 August 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 2043, Unit D, in the Township of KwaMashu, District of Ntuzuma, Natal, in extent of 476 (four hundred and seventy-six) square metres, represented and described on Deed of Grant G1690/90.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2043, Unit D, in the Township of KwaMashu, District of Ntuzuma, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings. It is a brick under tile house with water and lights consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 12th day of July 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0186/B4.)

Case 1194/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Grant Douglas Mileham,** First Defendant, and **Elaine Ellen Mileham,** Second Defendant

In pursuance of a judgment in the above Honourable Court dated 9 May 1994, and a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution at Sheriff's Office, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 26 August 1994 at 09:30, to the highest bidder:

Subdivision 137 of 53, of Lot 1836, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 968 square metres, held by the Defendants under Deed of Transfer T27735/1993.

The following information is given but not guaranteed:

1. The property is situated at 50 Varley Road, Hayfields, Pietermaritzburg.

2. The property consists of a plastered brick under tile residence comprising lounge, family room, three bedrooms, entrance hall, two bathrooms (mes), kitchen, laundry, single garage, maid's w.c. and shower.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale shall be subject to a reserve price of R2 000.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 21st day of July 1994.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP.)

Case 10/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mrs N. E. Khoza,** Defendant

In pursuance of a judgment granted on 17 February 1992 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 23 August 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2359, Township of eSikhawini, County of Zululand, measuring six hundred and fifty (650) square metres in extent.

1. (b) *Street address:* Unit H2359, eSikikhawini.

1. (c) *Improvements* (not warranted to be correct): Double-storey dwelling consisting of six bedrooms, three bathrooms, lounge, dining-room, kitchen, study, family room and four garages.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 22nd day of July 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2635/94.)

Case 344/91

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

In the matter between **Allied Building Society Limited,** Plaintiff, and **Shamwathie Shanta Goutham,** Defendant

In pursuance of a judgment granted on 31 January 1991 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 26 August 1994 at 10:00, in at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 4848, Pinetown Extension 51, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one thousand one hundred and twenty-six (1 126) square metres.

Postal address: 8 Hansa Place, Nagina, 3610.

Improvements: Brick and tile dwelling, three bedrooms, toilet/bathroom, entrance hall, lounge, dining-room, kitchen and prayer room.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 26th day of July 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Re. Mr D. Gardyne/VL/GAL1866.)

Case 1162/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Khedamile James Mthethi,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 28 June 1994, the immovable property listed hereunder will be sold in execution on Thursday, 25 August 1994 at 11:00, by the Sheriff for the Supreme Court, Vryheid, at the Magistrate's Court, Vryheid, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 1669, Bhekuhzulu, Administrative District of Vryheid, in extent 295 square metres, situated at Lot 1669, Bhekuzulu, Natal, held by Judgment Debtor under Certificate of Registered Grant of Leasehold TL1184/90.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under iron, comprising lounge, kitchen, four bedrooms and two bathrooms.

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

Dated at Pietermaritzburg this 21st day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06E3055/94.)

Case 7837/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Ahmed Saib,** Plaintiff, and **Essop Jameel,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 26 August 1994 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 63, Rainham, situated in the City of Durban, Administrative District of Natal, in extent two hundred and ninety (290) square metres.

Postal address: 7 Rainturn Road, Rainham, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising four bedrooms, lounge, kitchen, toilet and bathroom and water and lights facilities.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

The full conditions of the sale may be inspected at our offices at the front entrance to the Magistrate's Court Building, Moss Street, Verulam.

Dated at Tongaat on this 18th day of July 1994.

Bala Naidoo & Co., Plaintiff's Attorneys, 10 Luxmi Court, 312 Main Road, Tongaat; c/o First Floor, Nadassen Centre, 23 Moss Street, Verulam. (Ref. BN/dr/S144-001.)

Case 3602/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Faizel Mohamed Ahmed,** First Defendant, and **Rachel Ahmed,** Second Defendant

In pursuance of a judgment granted on 14 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 August 1994 at 10:00, at the front-entrance to the Magistrate's Court, Couper Street, Stanger:

Description: (a) Section 37, as shown and more fully described on Sectional Plan SS197/91 in the scheme known as Springs in respect of the land and building or buildings situated at Stanger, of which section the floor area according to the said Sectional Plan is 49 (forty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan.

Address: Flat 5, Springs, Yunus Road, Indian Village, Stanger.

Improvements: Kitchen, toilet, bathroom, two bedrooms and lounge.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011502.)

Case 4711/93

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 **Kistensamy Govender,** 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, 26 August 1994 at 10:00:

Description: Subdivision 497 of Merewent, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighteen (418) square metres, held under Deed of Transfer T29058/89.

Physical address: 86 Junagarth Road, Merewent, Durban, Natal.

Zoning: Special residential.

The property consists of the following: House—Brick under tile roof (face brick outside), no garage, three bedrooms, toilet—tiled floor, bathroom—tiled floor, bath/basin and toilet, lounge, kitchen—tiled floor—fitted cupboards, no servants' quarters, the property is fully fenced with a concrete fence (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 South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 20th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.481/J. C. Jones.)

Case 553/94

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 **Themba Hilton Msibi,** First Defendant, and **Fikile Grace Msibi,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 26 August 1994 at 10:00:

Description: (a) Section 6, as shown and more fully described on Sectional Plan SS453/85 in the scheme known as Roberne Court, in respect of the land and building or buildings situated at Durban, and the Local Authority Area of Durban, of which the floor area according to the said Sectional Plan is 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7152/93.

Physical address: 17 Roberne Court, West Street, Durban, Natal.

Zoning: Special residential.

The property consists of the following: The attached property is a flat consisting of: Entrance hall, lounge, dining-room, bedroom, bathroom with shower, toilet, kitchen and en-closure (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, 101 Lejaton, 40 St. George's Street, Durban, Natal.

Dated at Durban this 19th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/J. C. Jones/SB.583.)

Case 24472/94

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

In the matter between **Nedcor Bank Limited,** , Plaintiff, and **Vuyisile Samuel Mqina,** Defendant

In pursuance of a judgment of the above Honourable Court dated 1 June 1994, a sale in execution will be held on 25 August 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South, to the highest bidder:

Lot 1333, Lamontville, Administrative District of Natal, in extent 557 (five hundred and fifty-seven) square metres, situated at 2843 Khawula Road, Lamontville.

Improvements (The following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof house comprising two bedrooms, two lounges, kitchen, bathroom and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 18th day of July 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.7085/94.)

Case 4947/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited,** Plaintiff, and **Ernest Chendriah,** First Defendant, and **Krishnavellie Chendriah,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 15 June 1994, a sale in execution will be held on 26 August 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda Area 1, to the highest bidder:

Lot 373, Southgate, situated in the City of Durban, Administrative District of Natal, in extent 423 (four hundred and twenty-three) square metres, situated at 13 Villagate Place, Southgate, Phoenix, 4051.

Improvements (The following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with water and lights facilities comprising open plan lounge, dining-room and kitchen, three bedrooms, toilet with shower and basin.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner Inanda and Jacaranda Road, 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 21st day of July 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3383/93.)

Case 5084/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, and **Adinariana Soobramoney Naidoo,** First Defendant, and **Kamala Naidoo,** (d/a insofar as need be), Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 29 December 1992, and a writ of execution dated 30 December 1992, the immovable property listed hereunder will be sold in execution on 26 August 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Lot 900, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 192 (one hundred and ninety-two) square metres. *Postal address:* 26 Fieldhaven Grove, Foresthaven, Phoenix.

Improvements: Extension-brick under tile and normal block under asbestos comprising of upstairs: Three bedrooms (bedroom with en suite), toilet and bathroom together and balcony. *Downstairs:* Lounge, TV-room, dining-room, kitchen, toilet-basement-double garage.

Zoning: Special Residential.

Conditions of sale:

1. The sale shall be governed by the provisions of the Magistrates' Courts Act and the rules promulgated thereunder and shall be sold voetstoots to the highest bidder.

2. The purchaser shall be obliged to pay to the Plaintiff interest at the rate of 21% (twenty-one per centum) from date of sale to date of registration of transfer on the amount to be awarded to the Plaintiff in the Sheriff's plan of distribution consequent upon the sale.

3. On the date of sale the purchaser shall be obliged to pay in cash a deposit of 10% (ten per centum) of the price together within Sheriff's commission and within 14 days after the date of sale furnish to the Sheriff an unconditional and acceptable guarantee for the balance of the purchase price and interest.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall be liable for all transfer costs including stamp duty, transfer duty, conveyancing fee and charges and such other rates, taxes and charges that my be levied by the Local Authority for the purposes of transfer and all of which shall be paid immediately upon request by the Plaintiff's attorneys.

5. The full conditions of the sale may be inspected at the Sheriff's Office, 2 Mountview Centre, corner Inanda and Jacaranda Road, Verulam.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

Dated at Durban on this the 20th day of July 1994.

A Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban, P.O. Box 1905, Durban. (Ref. Mr Pillay/sg/714.)

Case 806/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Town Council of the Borough of Newcastle,** Applicant, and **The registered owners of various immovable properties situated within the applicant's area of jurisdiction,** Respondents

Be pleased to take notice that pursuant to an order of the above Honourable Court, dated 11 April 1994, in the above-mentioned case, the immovable properties described below shall be sold in execution by the Sheriff of the Supreme Court, for the District of Newcastle, on 26 August 1994 commencing at 10:00, at the front entrance of the Magistrate's Court, Scott Street, Newcastle, with the sale of the first property mentioned in the schedule below and thereafter on the conclusion of each sale, the sale of the next property on the schedule shall commence:

The properties which are to be put up for sale by public auction as aforesaid and the names of the registered owners of such properties, are set forth as follows below:

Name of registered owner	*Description of property*	*Street address in Newcastle*	*Lot size m²*	*Improvements*
Friedjan Ltd	Lot 518/R	28 Voortrekker Street	1 280	None.
Ayob Sheik Inv. CC	Lot 534/R	81 Scott Street	2 992	None.
Manilel and Others	Lot 856	12 Florida Street	4 047	Residential.

Name of registered owner	*Description of property*	*Street address in Newcastle*	*Lot size m²*	*Improvements*
Bipath G & S	Lot 931/R	21 Nightingale Street	1 956	None.
Jamuni	Lot 1104/2	33J Boundary Street	2 440	None.
Moola S. T. & Nair K. G.	Lot 1123/5	3 Yukon Street	2 601	None.
Munorlal	Lot 1135/1/9	8 Lantan Street	2 023	Residential.
Dipa Lutchman & M. B. Kumarie	Lot 1191/R	2 Ryland Street	5 122	Improved.
Liad P-H	Lot 1481	7 Talmage Street	1 461	Residential.
Bo-Ann (Pty) Ltd	Lot 3778/2	0 Kirkland Street	681	Commercial.
Chang T-T	Lot 4866/R	68 Marconi Street	6 947	None.
Baard R. C. & H. J. M.	Lot 9076	54 Sun Street	2 200	None.
Home Builders Improvement Centre	Lot 9300	49 Libra Street	2 130	None.
Baker A. B. & Another	Lot 11213	113 Coronation Street	1 469	None.
Green Thompson C. M.	Lot 14680/6	4 Wilfred Smith Street	1 132	None.

And be pleased to take notice further that the conditions of sale relating to the above sales in execution may be inspected at the offices of the Sheriff, for the District of Newcastle, 36 York Street, Newcastle, and at the offices of the Applicant's attorneys, Shepstone & Wylie Tomlinsons, c/o Du Toit Holborn Boshoff, 46 Voortrekker Street, Newcastle.

Dated at Newcastle on this the 27th day of July 1994.

J. L. Boshoff, for Shepstone & Wylie Tomlinsons, Attorney for Applicant, c/o Du Toit-Holborn-Boshoff, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. (Tel. 03431-27284.) (Fax. 03431-26226.) (Ref. 03/M088/02B.)

Case 7292/93

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

In the matter between **Standard Bank of South Africa,** Plaintiff, and **Peter Rowan Edward,** Defendant

In pursuance of a judgment granted on 16 August 1993, in the Magistrate's Court of Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 August 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Lot 246, Waterfall Extension 11, in extent 1 820 (one thousand eight hundred and twenty) square metres held under Deed of Transfer T7968/92, postal address 51 Mpushini Road, Waterfall.

Improvements: A dwelling-house brick and tile, four bedrooms (m.e.s.) (carpeted), bathroom/toilet (tiled), kitchen/laundry (tiled), lounge and dining-room (tiled), and fully fenced.

Nothing is guaranteed in the above respects.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court, within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorney.

2. (b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum, on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Pinetown, 62 Caversham Road, Pinetown.

Dated at Pinetown on this the 7th day of July 1994.

D. G. Francois, for Van Lingen Medalie & Francois, Attorneys for the Plaintiff, 36 Crompton Street, Saambou Building, Pinetown. (Tel. 72-4315/6.) (Ref. Mrs Kapp/S2039.)

Case 319/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Silver Palm Investments CC,** Execution Debtor

In pursuance of a judgment granted on 21 April 1994, in the Magistrate's Court, Mooi River, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 August 1994 at 10:00, in front of the Magistrate's Court, Glaugton Terrace, Mooi River:

Description: Remainder of Lot 63, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 3 968 square metres, postal address Remainder of Lot 63, Mooi River, Natal.

The property consists of:

1. Main building consisting entrance hall, lounge, dining-room, two bedrooms, bathroom and kitchen, the building having a tiled roof.

2. Outbuilding consisting of bedroom, the building having a tiled roof.

3. Outbuilding consisting laundry, two carports, servants' quarters and bathroom, the building having a tiled roof.

The conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Pietermaritzburg on this the 25th day of July 1994.

A. Slater, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg. (Ref. A Slater/JA.)

Case 107/94

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

In the matter between **First National Bank of S.A. Ltd,** Execution Creditor, and **Shanwar Shampersad,** Execution Debtor

In pursuance of a judgment of the above Court dated 24 January 1994 and a warrant of execution, Lot 12416, Newcastle Extension 73, situated in the Borough of Newcastle, Administrative District of Natal, will be sold in execution on 24 August 1994 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder.

The property is improved with a residence constructed of brick and plaster consisting of seven rooms with kitchen, bathroom, shower and two toilets.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle this the 21st day of July 1994.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorney for Plaintiff, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 27234.] [Tel. (03431) 26226.]

Case 1242/94

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

In the matter between **NBS Bank Limited,** Judgment Creditor, and **I. L. Sikalala,** Judgment Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 6 July 1994, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 25 August 1994 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Leasehold of Lot 1203, Bhekezulu, Administrative District of Vryheid, in extent 384 (three hundred and eighty-four) square metres, also better known as Lot 1203, Bhekezulu, Vryheid, and consisting of a brick and tile dwelling, three bedrooms, carpets, lounge, bathroom with toilet, kitchen and garage.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Paulpietersburg.

The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act, No. 32 of 1944, as amended.

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

Dated at Vryheid on this the 26th day of July 1994.

A. B. T. van der Merwe, for Cox & Partners, corner of Market and High Streets, Vryheid.

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

In the matter between **Durban Spa Body Corporate,** Plaintiff, and the **Various Defendants** listed below

In pursuance of judgments granted on the dates as listed below, in the Magistrate's Court, Durban and under a writ of execution issued thereafter, the immovable property in regard to the section numbers in the Durban Spa Sectional Title Scheme and the case numbers listed hereunder, will be sold in execution on 18 August 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Defendant	*Case No.*	*Date of Judgment*	*Section Number*	*Cabana Number*	*Area in m²*	*Sectional Plan Number*
I E P Beleggings	57308/93	93-11-01	6	105	70	SS87/1983.
I E P Beleggings	57309/93	93-10-28	4	103	70	SS87/1983.
I E P Beleggings	57304/93	93-11-24	4	103	70	SS87/1983.
S. A. van Heerden	22333/93	93-08-18	42	607	31	SS452/1985.
Wood 200 CC	22837/93	93-08-18	96	1304	78	SS147/1989.
Mrs C. M. Tolmay	57266/93	94-06-02	46	703	78	SS452/1985.
P. A. S. Pienaar	22328/93	94-06-02	46	703	78	SS452/1985.
D. J. Visser	22687/93	93-06-04	58	807	31	SS452/1985.
M. F. Kirstein Trust	57311/93	94-06-02	46	703	78	SS452/1985.
P. J. A. Pretorius	19813/93	93-05-27	4	103	70	SS87/1983.
P. J. Uys	22692/93	93-06-25	62	903	78	SS452/1985.
Beckers & Heirs	22411/94	94-06-02	19	306	39	SS87/1983.
G. M. Jacobs	57283/93	94-06-02	69	1002	39	SS254/1987.
Mev. J. C. M. van Niekerk	57285/93	94-06-02	43	608	31	SS452/1985.
Mev. J. C. M. van Niekerk	58675/93	94-05-04	43	608	31	SS452/1985.
Mev. J. C. M. van Niekerk	57261/93	94-06-02	43	608	31	SS452/1985.
Mev. J. C. M. van Niekerk	57262/93	93-09-29	43	608	31	SS452/1985.
J. F. M. Douwes	19802/93	93-06-04	71	1004	78	SS254/1987.
P. J. A. Pretorius	19812/93	93-05-25	4	103	70	SS87/1983.
S. C. Venter	22319/93	93-07-01	36	601	45	SS452/1985.
S. C. Venter	40568/92	92-10-06	36	601	45	SS452/1985.

Property description:

1. An undivided 1/52nd share in and to a unit consisting of the sections as listed above and as shown and more fully described on sectional plan number listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area according to the Sectional Plan is in extent the number of square metres as on the list above.

2. 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.

Physical address: Cabana Number as listed above, Durban Spa, 57 Marine Parade, Durban.

Improvements: A self contained apartment.

Duration of time-share right: The right transferred by such shall endure for the lifetime of the property timesharing scheme.

Property zoning: General Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

2. The purchaser shall pay the purchase price, plus the auctioneer's commission, in cash immediately after the sale.

3. Payment of VAT which may be applicable in terms of Act 89 of 1991 shall be borne by the purchaser.

4. Transfer shall be effected by the Plaintiff's attorney and the purchaser shall pay transfer costs together with all legal charges in those proceedings in which judgment has been obtained against the Defendants as aforesaid, including collection commission.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this the 19th day of July 1994.

Du Toit, Jamieson & Schech Inc., Plaintiff's Attorneys, Strathmore Lodge B, 305 Musgrave Road, Durban.

Case 3176/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Brian Charles Smith,** First Defendant, and **Belinda Wilhelmina Magdalena Smith,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 21 June 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 Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, Natal, on Monday, 22 August 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 the Sheriff's Office at 142 Connor Street, Estcourt, Natal, namely:

Lot 60, Estcourt, situated in the Borough of Estcourt, Administrative District of Natal, in extent two thousand and twenty-three (2 023) square metres, which property is physically situated at 37 Richmond Road, Estcourt, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20236/86.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and a verandah. There is an outbuilding consisting of a single garage. There is a flat which consists of a lounge, dining-room, bedroom, kitchen, bathroom and toilet.

Zoning: The property is zoned for 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 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 28th day of July 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 8133/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Raymond Peter Vance,** Verweerder

Ingevolge 'n vonnis gedateer 8 Junie 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 26 Augustus 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 10728, geleë in die stad en distrik Bloemfontein, groot 1 350 m^2, gehou kragtens Transportakte T14643/93, beter bekend as Verkennerweg 14, Generaal de Wet, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sit-/eetkamer, studeerkamer, kombuis, twee badkamers, stort, twee toilette, opwaskamer, stoorkamer, bediendekamer met toilet, swembad en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 6de dag van Julie 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 11636/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **J. B. Mthembu,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 26 Augustus 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 15543, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL1228/92, grootte 198 (eenhonderd agt-en-negentig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 8ste dag van Julie 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

Saak 11115/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemspruit Vensters,** Eiser, en **Willie Botha,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op Vrydag, 26 Augustus 1994 om 10:00:

Sekere Shannon Valley Nedersetting 31, geleë in die Munisipale Gebied Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens I8670/89.

Die woonhuis met buitegeboue geleë te Ricelaan 31, Shannon, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 8ste dag van Julie 1994.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 125/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. D. Sefatsa,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde agbare Hof gedateer op 11 Maart 1994, die ondergemelde eiendom op 26 Augustus 1994 om 09:00, die Magistraatskantoor, Phuthatditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 57B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling, Behuisingdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/7/1/94.)

Saak 2090/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. C. Mokwena,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 11 Maart 1994, die ondergemelde eiendom op 26 Augustus 1994 om 09:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 2861 A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling Behuisingdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. JV/72/5/93.)

Saak 2088/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **G. W. Mazibuko,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 8151 A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling Behuisingdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. JV/70/5/93.)

Saak 164/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **S. Phosa,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 1034 B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling Behuisingdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. JV/77/5/93.)

Saak 158/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **S. E. Kakuli,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 964 B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling Behuisingdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. JV/80/5/93.)

Saak 148/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. J. Mofokeng,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 8960A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/101/11/88.)

Saak 160/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. Matlou,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer 11 Maart 1994, die ondergemelde eiendom op 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 1041B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/75/5/93.)

Saak 533/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. Nkhoke,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 11 Oktober 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer op 11 Oktober 1994 die ondergemelde eiendom op 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 1032B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/95/4/92.)

Saak 157/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **S. B. Miya,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer op 11 Maart 1994 die ondergemelde eiendom op 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in Sekere Perseel 8749A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/81/5/93.)

Saak 120/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **L. S. Semonyo,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 14L, Bluegum Bosch, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/14/1/94.)

Saak 119/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **M. J. Mofokeng,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer 11 Maart 1994, die ondergemelde eiendom op 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 48L, Bluegum Bosch, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/16/1/94.)

Saak 130/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **P. Mokokodisa,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer op 11 Maart 1994 die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00 te die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 241L, Bluegum Bosch, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba op hierdie 30ste dag van Junie 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/2/1/94.)

Saak 1973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **V. G. Buthelezi,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 26 Augustus 1994 om 09:00 voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 2733 (Uitbreiding 1), Seeisoville, distrik Kroonstad, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, en getoon op Algemene Plan L257/85, gehou kragtens Sertifikaat van Eiendomsreg TL775/1988.

Onderhewig aan die voorbehoud van mineraleregte en aan sodanige verdere voorwaardes as wat in gemelde sertifikaat van eiendomsreg vermeld is of na verwys word.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad. Die belangrikste voorwaarde daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Geteken te Kroonstad op hede die 29ste dag van Junie 1994.

E. A. Burke, vir Naudé, Thompson, Du Bruÿn & Burke, Prokureur vir Eiser, Reitzstraat 23, Kroonstad, 9499.

Saak 2127/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Zwelinjane Themba Dyum,** Eerste Eksekusieskuldenaar, en **Dimakatso Rosina Dyum,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 30 Augustus 1993, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 19 Augustus 1994 om 09:00:

Erf 1477, geleë in die dorpsgebied Odendaalsrus, distrik Odendaalsrus, groot 311 (drie een een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2238/1988, geregistreer op 23 Junie 1988, en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Huurpag.

Verbeterings daarop: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16% (sestien persent) per jaar vanaf 1 Augustus 1993 tot datum van registrasie van Transport, sal binne (veertien) 14 dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op 4 Julie 1994.

Grunow Frost & Viljoen, Prokureurs vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 2125/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Johannes Machogo Makhooe,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 9 September 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 19 Augustus 1994 om 09:00:

Erf 900, geleë in die dorpsgebied Odendaalsrus, distrik Odendaalsrus, groot 405 (vier nul vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL3008/1987, geregistreer op 2 Desember 1987, en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Huurpag.

Verbeterings daarop: Sitkamer, kombuis, twee slaapkamers, en badkamer met toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16% (sestien persent) per jaar vanaf 1 Augustus 1993 tot datum van registrasie van Transport, sal binne (veertien) 14 dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op 4 Julie 1994.

Grunow Frost & Viljoen, Prokureurs vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 1144/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Odendaalsrus Munisipaliteit,** Eksekusieskuldeiser, en **Mario Casilli,** Eerste Eksekusieskuldenaar, en **Denise Casilli,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 24 Mei 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 19 Augustus 1994 om 09:00:

Sekere: Erf 10, geleë in die dorpsgebied Odendaalsrus, distrik Odendaalsrus, groot 1 487 (een vier agt sewe) vierkante meter, gehou kragtens Transportakte T10952/1988, geregistreer op 7 Oktober 1988, en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde transportakte.

Verbeterings daarop: Geen (onbeboude erf) (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 April 1992, tot datum van registrasie van Transport, sal binne 21 (een-en-twintig) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op 4 Julie 1994.

Grunow Frost & Viljoen, Prokureurs vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 1739/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Errol Aaron Belelie,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 19 Augustus 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 753, geleë in die dorp en distrik Odendaalsrus, ook bekend as Rossstraat 11, Odendaalsrus, groot 1 134 vierkante meter, gehou kragtens Akte van Transport T10030/1988 geregistreer op 15 September 1988.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, badkamer, kombuis, motorhuis en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 19de dag van Julie 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 1447/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA Bank Bpk.** handeldrywend as Volkskas Bank, Eksekusieskuldeiser, en **Mattheus Gerhardus Laubscher,** Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 26 April 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Eksekusieskuldenaar voor die Landdroskantoor Harrismith, gehou word op Vrydag, 26 Augustus 1994 om 10:00, naamlik:

Erf 1241 (Uitbreiding 21), geleë in die dorp en distrik Harrismith, groot 1 240 (eenduisend tweehonderd en veertig) vierkante meter, en ook bekend as Hoogenhoutstraat 17, Harrismith, en met woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, woonkamer, eetkamer en kombuis en met draad omhein.

Gehou kragtens Transportakte T7492/1991 en verbind onder Verbandakte B7196/1991.

Ter inligting word vermeld dat die verbeterings op die erf geleë is in 'n gebied gesoneer volgens die Dorpsaanlegskema vir woningsdoeleindes.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan 'n minimumprys en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Geregsbode te Harrismith, en die kantoor van die Landdros te Harrismith, gedurende kantoorure.

Gedateer te Harrismith hierdie 19de dag van Julie 1994.

Cloete & Neveling, Prokureurs vir Eksekusieskuldeiser, Cloete & Nevelinggebou, Southeystraat 29A; Posbus 69, Harrismith, 9880. (Verw. mnr. Bekker/mb/A414.)

Saak 25055/93

IN DIE LANDDROSHOF VIR DIE DISTRIK DURBAN GEHOU TE DURBAN

In die saak tussen **Easy Pools Cape CC,** Eiser, en **Die Trustees van die Shangrila Trust,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 29 Julie 1993, en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00, deur die Balju vir die Landdroshof te Landdroskantoor, Kuhnstraat, Vrede, aan die persoon wat die hoogste aanbod maak, naamlik:

Reg, titel en belang in Erf 1013, geleë in die dorp en distrik Vrede.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Vrede, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 6de dag van Julie 1994.

E. van Zyl, vir Symington & De Kok, Prokureurs vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein; Die Balju, Landdroshof, Posbus 315, Vrede, 2455.

Saak 4520/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Van Zyl, J. E.** en **M. J.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 11 Mei 1994, sal die volgende eiendom op Vrydag, 9 September 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7703, geleë in die stad en distrik Bloemfontein, groot 851 vierkante meter, gehou kragtens Akte van Transport T10225/91, geregistreer op 20 Augustus 1991. (Perseeladres Diederickstraat 12, Erlichpark, Bloemfontein).

Die volgende verbeterings is aangebring (maar niks word gewaarborg nie): Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis. Buitegeboue: Toilet, afdak, motorhuis en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 20ste dag van Julie 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260; St Andrewstraat 151, Bloemfontein.

Saak 261/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Trust Bank van Suid-Afrika Beperk,** Eiser, en **M. J. Nel** (nou Laing), Verweerder

Ingevolge 'n vonnis van die Landdroshof van Welkom gedateer 17 Junie 1992, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 31 Januarie 1994 sal die volgende eiendom in eksekusie, sonder 'n rewerwe aan die hoogste aanbieder op 26 Augustus 1994 om 11:00 by die Hoofingang tot die Landdroshof, Welkom, plaasvind:

Sekere Erf 1303, geleë in die stad Welkom, distrik Welkom, groot 1 391 (eenduisend driehonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T8339/1986, bekend as Koppie Alleenweg 235, Welkom.

Verbeterings: Eetkamer, sitkamer, kombuis, drie slaapkamers, badkamer met aparte toilet, motorhuis, bediendekamer, toilet en enkelmotorafdak (niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Landdroshofwet, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers, die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Constantiaweg, Welkom, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Welkom op hierdie 12de dag van Julie 1994.

Brits & Weideman, Elizabethhuis, Elizabethstraat, Posbus 2033, Welkom.

Saak 22274/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Van der Merwe A. J.** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 1 Februarie 1994, sal die volgende eiendom op Vrydag, 9 September 1994 om 10:00, by die Peetlaaningang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4523, geleë in die stad en distrik Bloemfontein, groot 1 131, vierkante meter, gehou kragtens Akte van Transport T4912/90, geregistreer op 6 Junie 1990 (perseeladres Johan Britsstraat 48, Noordhoek, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit twee slaapkamers, sit/eetkamer, badkamer en kombuis. *Buitegeboue:* Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 20ste dag van Julie 1994.

J. H. Truter, p.a. Naudés, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 128/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling,** Eiser, en **T. R. Lebaka,** Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 26 Augustus 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 274 J, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 29ste dag van Junie 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling Behuisingsdivisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/4/1/94.)

Case 729/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Matthys Gerhardus Human,** 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, Fouriesburg, in front of the Magistrate's Court, Fouriesburg, on Friday, 26 August 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, 24(A) Fontein Street, Ficksburg:

Remaining extent of the farm Inhoek 328, District of Fouriesburg, Registration Division RD, measuring 437,6879 hectares and held by Deed of Transfer T410/72.

The property consists of a stand with improvements although nothing in this respect is guaranteed:

Improvements: Farmhouse and 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) days from date of sale.

Auctioneer's charges are also payable by the purchaser on the day of the sale.

Dated at Pretoria on this the 19th day of July 1994.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6817.)

Saak 5787/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **C. C. Supra,** Eerste Eksekusieskuldenaar, en **G. R. Supra,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 28 Junie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 26 Augustus 1994 om 11:00 te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 4537, geleë te en bekend as Maritzstraat 17, Dagbreek, Welkom, gesoneer vir woondoeleindes, groot 1 204 vierkante meter, gehou kragtens Transportakte T5216/89.

Verbeterings: 'n Vierslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, woonkamer, twee badkamers, motorhuis en motorafdak.

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 19de dag van Julie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26–28, Welkom.

Saak 1448/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Motlalepula Mokoena,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n labrief vir eksekusie gedateer 20 Junie 1994 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 19 Augustus 1994 om 10:00 voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die huurpag ten opsigte van sekere Erf 1005, Uitbreiding 1, Kutlwanong, Odendaalsrus, groot 305 vierkante meter, gehou kragtens Akte van Transport TL7204/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, badkamer en kombuis.

Die eiendom is gesonreer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% 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, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 20ste dag van Julie 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 1590/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **mnr. L. P. Teleko,** Eerste Verweerder, en **mev. E. Teleko,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 7 Junie 1994 en 'n lasbrief vir eksekusie gedateer 7 Junie 1994 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00 voor die Landdroshof, Bainstraat, Sasolburg:

Erf 3811, geleë in die dorpsgebied Zamdela, distrik Parys, groot 383 (driehonderd drie-en-tagtig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as 3811 Zamdela, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 4de dag van Julie 1994.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 33/90

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **mnr. J. Scheepers,** Eerste Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 31 Januarie 1990 en 'n lasbrief vir eksekusie gedateer 4 September 1993 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00 voor die Landdroshof, Bainstraat, Sasolburg:

Erf 12774, geleë in die dorpsgebied Sasolburg-uitbreiding 19, distrik Parys, groot 872 (agthonderd twee-en-sewentig) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1994, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Camdeboostraat 12, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 14de dag van Julie 1994.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 1587/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **mnr. M. D. Modibedi,** Eerste Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 13 Junie 1994, en 'n lasbrief vir eksekusie gedateer 13 Junie 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1435, geleë in die dorpsgebied Sasolburg, distrik Parys, groot 761 (sewehonderd een-en-sestig) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Velstraat 10, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trustbanksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 13de dag van Julie 1994.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 4843/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Pitcro Steenmakery (Edms.) Beperk,** Eerste Verweerder, en **Johannes Jacobus Cronje,** Tweede Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendomme van bogenoemde Verweerders plaasvind te Producestraat 20, Industriële Gebied, Virginia, op Vrydag, 26 Augustus 1994 om 10:00, naamlik:

A. *Eiendomme Johannes Jacobus Cronje:*

1. Erf 1363, geleë in die dorp Virginia, distrik Ventersburg (bekend as Limpopoweg 16, Virginia), groot 1 541 m², gehou kragtens Transportakte T35/1982.

2. Erf 1364 geleë in die dorp Virginia, distrik Ventersburg (bekend as Limpopoweg 14, Virginia), groot 1 601 m², gehou kragtens Transportakte T8703/1988.

3.1 Een-halwe aandeel van Erf 4535 geleë in die dorp Virginia, distrik Ventersburg (bekend as Producestraat 20, Virginia), groot 6760 m², gehou kragtens Transportakte T8612/1989.

3.2 Een-halwe aandeel van Erf 4535 geleë in die dorp Virginia, distrik Ventersburg (bekend as Producestraat 20, Virginia), groot 6760 m², gehou kragtens Transportakte T2622/1990.

B. *Eiendom Pitcro Steenmakery (Edms.) Beperk.*

1. Erf 4556 geleë in die dorp Virginia, distrik Ventersburg (bekend as Producestraat 12, Virginia), groot 9680 m², gehou kragtens Transportakte T1434/1984.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit:

1. Erf 1363 - onbeboude woonerf.

2. Erf 1364 - onbeboude woonerf.

3. Erf 4535 - (besigheidsperseel): Een besigheidsgebou bestaande uit vyf werkswinkels (steenstruktuur met sinkdak).

4. Erf 4556 - (besigheidsperseel): Een kantoorblok (223 m²) bestaande uit vier kantore, een ontvangs, een kombuis, twee toilette en een stort.

Een werkswinkel (120 m² - sinkstruktuur) met 'n oliekamer en onderdelekamer.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Civiclaan 45, Virginia, gedurende kantoorure.

D. J. Nortier, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

Saak 3448/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen **E. P. Bouvereniging,** Eiser, en **Sidwell Moeti Rasego,** Verweerder

Uit kragtens van 'n vonnis van die Landdroshof vir die distrik van Welkom, gehou te Welkom, en kragtens 'n lasbrief vir Eksekusie gedateer 1 Julie 1994, sal die volgende eiendom per publieke veiling vir kontant, op 2 September 1994 om 11:00, te die Tulbagh-ingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Perseel 23762, geleë in die dorpsgebied Thabong, distrik Welkom, groot 223 (tweehonderd drie-en-twintig) vierkante meter, ook bekend as 23762 Orange Grove, Thabong.

Die eiendom bestaan uit, onder andere, die volgende: Woonhuis en buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die Prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju van die Landdroshof, Welkom Oranje Vrystaat en/of p.a. die Eksekusieskuldeiser se Prokureurs, mnre. Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, Oranje Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 20ste dag van Julie 1994.

H. H. Carshagen, vir Symington & De Kok, Prokureur vir Eiser, Sonleyri Kamers, Heerenstraat 24, Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Saak 620/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk,** Eiser, en **Botha Solomon Ntsingila,** Eerste Verweerder, en **Madika Elizabeth Ntsingila,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 28 Junie 1994, sal die volgende eiendom geregtelik verkoop word op 26 Augustus 1994 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A547, geleë in die dorp Tshiame, distrik Harrismith, groot 578 (vyfhonderd agt-en-sewentig) vierkante meter, soos gehou kragtens Grondbrief 518/1990, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit-/eetkamer, kombuis, twee slaapkamers en 'n badkamer met toilet. Die huis is gepleister en het 'n teëldak.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 25ste dag van Julie 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN 190 HA PLAAS MET BAIE POTENSIAAL, DISTRIK THABAZIMBI OP 19 AUGUSTUS 1994 OM 10:30 OP DIE PLAAS

GEDEELTE 1 (RESTANT) VAN DIE PLAAS GROOTKUIL 376, REGISTRASIEAFDELING KQ, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. H. C. Viljoen,** Meestersverwysing T442/94, verkoop ons per openbare veiling genoemde eiendom op die plaas, bestaande uit:

(1) *Eiendom:* ± 50 ha links van R511 grens aan Krokodilrivier, res van plaas regs van R511. ±80 ha lande, moederlyn van ± 1 km vir besproeiing uit Krokodilrivier (37,4 ha ingelys onder Krokodilrivierskema). Geskik vir aanplant van mielies, sonneblom en koring en die res vir weiding.

(2) *Verbeterings:* Vierslaapkamerwoonhuis met twee badkamers, sit-, eet-, was-, opwaskamer, kombuis en spens. ± 220 m² stoor, dubbelmotorhuis, afdakke, drie werkershuise, twee sementdamme, drie boorgate (een toegerus vir huislike gebruik). Eskom-krag.

Verkoopvoorwaardes: 10% (tien persent) deposito plus 7,5% (sewe komma vyf persent) afslaerskommissie in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Op afslaerskommissie.

Afslaersnota: Die plaas beskik oor groot potensiaal. Goeie belegging.

Besigtiging: By die eiendom, skakel mnr. Viljoen by (014) 785-0134 vir afspraak (Pasop vir honde).

Ligging: Neem R511 vanaf Brits na Thabazimbi, ± 120 km by mylpaal 118 Elandskuil draai links, eerste grondpad links ± 1 km.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure At Zeeman (012) 379-9386.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN GOEDVERBETERDE 1 809 HA JAG- EN WILDPLAAS, BURGERSFORT, TRANSVAAL, OP SATERDAG, 13 AUGUSTUS 1994 OM 10:30, OP DIE PLAAS GEDEELTE 1 EN RESTANT VAN DIE PLAAS FRAAIUITZICHT 317, REGISTRASIEAFDELING KT, TRANSVAAL

In opdrag van die Kurator van die insolvente boedel **C. F. Davel,** Meestersverwysing T4050/93, verkoop ons bogenoemde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, bestaande uit:

1. *Eiendom:* ± 49 ha links van R555, grens aan die Steelpoortrivier. Wildplaas regs van R555 is wildwerend omhein, standhoudende fontein, boomryk, asemrowende natuurskoon, gangbare paaie, te veel om te noem.

2. *Verbeterings:* Gerieflike 300 m² sesslaapkamerteëldakwoonhuis met drie badkamer, twee toilette, sit-, eet-, studeerkamer, kombuis, ingeboude kaste, volvloermatte, lugreëling, swembad, vyf onderdakparkerings, drie jagtershuise met badkamers, gemeenskaplike kombuis en lapa met kroeg, stoorkamer met kantoor, slag-, vleisverwerkings-, biltongkamer met elektriese waaiers, drie nutshutte, werkershut (90% voltooi), drie gronddamme, sementdam met krip vir wildsuiping, drie boorgate (twee toegerus), sprinkelbesproeiing, Eskom-krag en meer. Totale oppervlakte van alle geboue 840 m².

3. *Wild:* Vyf kameelperde (bul, bulkalf en drie koeie), rooibokke, koedoes, zebras en kleinwild.

Ligging: Vanaf Middelburg (Transvaal) neem die R555 Stofberg-Roossenekalpad tot by Steelpoort (186 km). ± 12 km vanaf Steelpoort na Burgersfort, plaas aan regterkant (volg ons roetewysers). Ook bereikbaar vanaf Belfast en Lydenburg. 6 km vanaf Burgersfort op R555.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod en waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW: Lopende saak. Boedel is geregisteerde ondernemer.

Afslaersnota: 'n Juweel, onbeperkte potensiaal. Om in die regte stemming vir die veiling te kom, word voornemende kopers genooi om Vrydagaand, 12 Augustus 1994, in die Bosveld op die plaas te kom oornag—bring eie bedde-, eet- en drinkgoed saam.

Besigtiging: By die plaas daagliks vanaf 09:00 tot 16:00.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure Piet Human (012) 331-1629 of At Zeeman (012) 379-9386.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN VIERSLAAPKAMERWONING, EDINBURGWEG 16, EVANDER, OP 17 AUGUSTUS 1994 OM 10:30, OP DIE PERSEEL

ERF 248, EVANDER, REGISTRASIEAFDELING IS, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A. D. L. de Lange,** Meestersverwysing T62/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Vierslaapkamerwoonhuis met twee badkamers, sit-, eetkamer, kombuis met stoof en spens, bediendekwartiere met toilet en badkamer, motorhuis omskep in twee slaapkamers met stort en toilet, grasdaklapa met braai, motorafdak, ingeboude kaste en volvloermatte.

Erf = 1 024 m^2.

Verbeterings = ± 230 m^2.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Goeie belegging, ideale gesinswoning.

Besigtiging: By die eiendom, Maandag–Vrydag (09:00–16:00) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

VAN'S AFSLAERS

VEILING—PLAAS

In opdrag van die Kurator van insolvente boedel **J. Oosthuizen,** T845/93, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, onderhewig aan bekragtiging:

Maandag, 8 Augustus 1994 om 11:00, te Gedeelte 63, van die plaas Droogekloof 471, distrik Warmbad.

Beskrywing: Gedeelte 63, van die plaas Droogekloof 471, Registrasieafdeling KR.

Groot: 42,3694 ha.

Verbeterings: Woonhuise, arbeidershuisies, ablusieblokke, kapel, hartbeeshuisie en tradisionele hutte.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING—PLAAS

In opdrag van die Kurator van insolvente boedel **P. G. Botha,** T690/94, verkoop Van's Afslaers ondervermelde eiendomme per openbare veiling, onderhewig aan bekragtiging:

Donderdag, 11 Augustus 1994 om 11:00, te Restant van Gedeelte 6, Klipplaatdrift 82, distrik Leeudoringstad.

Beskrywing: Restant van Gedeeltes 5 en 6, van die plaas Klipplaatdrift 82, Registrasieafdeling HP.

Groot: 383,8733 en 185,0409 ha onderskeidelik.

Verbeterings: Plaashuis, motorhuise, werkwinkel, stoor, stalle, windpomp, kampe en mineraleregte.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING—WONING

In opdrag van die Kurator van insolvente boedel **B. J. van Wyk,** T4923/93, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe onderhewig aan bekragtiging:

Woensdag, 10 Augustus 1994 om 11:00, te Superdrivelaan 28, Clubview, Verwoerdburg.

Beskrywing: Gedeelte 92 van Erf 730, Clubview-uitbreiding 24, Verwoerdburg.

Groot: 341 m^2.

Verbeterings: Twee slaapkamers, sit-/eet-, badkamer, kombuis en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING—HOEWE

In opdrag van die Kurator van insolvente boedel **P. W. Oosthuizen,** T737/94, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe onderhewig aan bekragtiging:

Vrydag, 12 Augustus 1994 om 11:00, te Plot 199, Vastfontein 271, distrik Wonderboom.

Beskrywing: Gedeelte 199, van die plaas Vastfontein 271, Registrasieafdeling JR.

Groot: 21,4138 ha.

Verbeterings: Vier slaapkamers, sit-, eet-, studeer- en twee badkamers, kombuis, opwas en dubbelmotorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

INTERNATIONAL AUCTIONEERS

INSOLVENT ESTATE **P. AND R. VEERAGALOO,** MASTER'S REF. No. T1214/94

Three-bedroomed house m.e.s., lounge, dining-room and kitchen. Auction at 25 Lavender Street, Bakerton Extension 4, Springs, on Tuesday, 9 August 1994 at 10:00.

International Auctioneers, 1 Roberts Avenue, Kensington; P.O. Box 34077, Jeppestown, 2043. (Tel. 618-3480/1/2/3.) (Fax. 618-2810.)

INTERNATIONAL AUCTIONEERS

ARKIKO (PTY) LTD, IN LIQUIDATION, MASTER'S REF. No. T1074/93

Clothing—mens, girls and boys. Shelving, tills, display stands, etc. Auction at 1 Roberts Avenue, Kensingon, on Wednesday, 10 August 1994 at 10:00.

International Auctioneers, 1 Roberts Avenue, Kensington; P.O. Box 34077, Jeppestown, 2043. (Tel. 618/3480/1/2/3.) (Fax. 618-2810.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF MOTOR VEHICLES, HOUSEHOLD FURNITURE, TIMESHARE UNITS, RIDGID THREADING MACHINE, WELDING MACHINES ETC.

Duly instructed thereto we will sell, entirely without reserve, at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 17 August 1994 at 10:00, the undermentioned:

Insolvent estate **P. D.** and **A. C. Badenhorst,** T2324/94, insolvent estate **J. C. C. Botha,** T3930/93, **Abastruct (Pty) Ltd,** in liquidation, T2218/93, insolvent estate **F. K. Cook,** T971/94, **W. J. A. Bester,** T4966/93 and **Mintron Surveillance CC,** in liquidation, T1189/94:

1979 Alfa Romeo Giulietta 1.8; week 10 of Unit 0207, Umhlanga Share Block Limited, being a four-sleeper unit (levy R791,00); Santo double door fridge/freezer, washbasins, new and used toilet fittings, containers paint, tiles, etc. Weights and bench, electric lawnmower, vacuum cleaner, washing machine, tumbledrier, wall units, Panasonic industrial video machine, colour monitor, four-piece lounge suite, four photocopiers, four monitors, computer, selection of pen and pencil sets, cigarette lighters, cufflinks, earrings, watch straps, etc.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: Two days before sale.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

BOLAND BANK VEILINGS

INSOLVENSIE VEILING VAN WILDPLAAS TE DISTRIK ELLISRAS

Vanaf Vaalwater neem die ou Ellisras/Bulgerivier pad vir 77 km, draai links by afdraai Steenbokpan vir ± 15 km en volg ons wegwysers ± 4 km hiervandaan.

Behoorlik daartoe gemagtig deur die Voorlopige Kurator van insolvente boedel **Cronje-Roux Familie Trust,** Meesters-verwysing No. T1949/94, word ondergenoemde wildsplaas per openbare veiling verkoop op Dinsdag, 16 Augustus 1994 om 11:00, naamlik:

Vaste eiendom: Resterende Gedeelte van die plaas Grootfontein 384, Registrasieafdeling LQ, Transvaal, groot 945,7025 ha.

Verbeterings: Ou plaaswoning ± 150 m², buitegeboue ± 80 m², oop staal stoor ± 300 m², halfvoltooide vleiskamer ± 28 m², twee halfvoltooide jagtershuise ± 65 m², toegeruste boorgat, beeshanteringsgeriewe en Evkom krag.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Beperk.

Verkoopvoorwaardes: 10% (tien persent) deposito plus afslaerskommissie van 7,5% (sewe komma vyf persent) met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging. 14 Dae bekragtigings periode.

Afslaersnota: Met 'n bietjie kapitale investering kan hierdie eiendom in 'n prag wildsplaas omskep word.

Navrae: Adriaan van den Heever. [Tel. (012) 804-2112.]

Afslaer: Koos van Rensburg. [Tel. (012) 804-2112.]

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton.

IMMELMAN & VENNOTE AFSLAERS

INSOLVENSIE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **C. C. Scheepers,** sal Immelman & Vennote Afslaers die volgende eiendom verkoop per openbare veiling op 19 Augustus 1994 om 10:00, te Duikerlaan 78, Virginia.

Die eiendom bestaan uit 'n drie-slaapkamerwoonhuis met aparte sit- en eetkamer, met dubbel geriewe en buitegeboue, bestaande uit dubbel garage, waskamer en bediendekamer met geriewe.

Die verkoopsvoorwaardes sal op die dag van die veiling uitgelees word.

Vir navrae skakel: Mnr. Haasbroek, Virginia. [Tel. (057) 212-5665.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **D. S. NEL,** MASTER'S REFERENCE No. T182/94, **DUO HYDRAULICS,** IN LIQUIDATION, MASTER'S REFERENCE No. T144/94, **RIO CAFE (A. J. NEWMAN),** IN LIQUIDATION, MASTER'S REFERENCE No. N728/93, **J. W. LAURENCE,** TRADING AS MR CHICKEN, IN LIQUIDATION, MASTER'S REFERENCE No. C1173/93, INSOLVENT ESTATE **J. P. VAN DER WESTHUIZEN,** MASTER'S REFERENCE NUMBER T2877/92, **MANGO CLOTHING PROMOTIONS,** IN LIQUIDATION, MASTER'S REFERENCE No. C85/94, **C. F. FOURIE,** TRADING AS ACE DRY CLEANERS, **CLEVITE ENGINE COMPONENTNS (JHB) (PTY) LTD,** IN LIQUIDATION, MASTER'S REFERENCE No. T2998/93, **DEFAN INDUSTRIAL SERVICES,** IN LIQUIDATION, MASTER'S REFERENCE No. T666/94, **L. M. KRUGER,** TRADING AS CIVIC APTEEK, IN LIQUIDATION, MASTER'S REFERENCE No. T5232/93, **ADONAI BELLINGS BK,** IN LIQUIDATION, MASTER'S REFERENCE No. T5150/93, INSOLVENTE ESTATE **J. C. VAN EDEN,** MASTER'S REFERENCE No. T1655/94

Duly instructed by the Trustees and Liquidator respectively in the above-mentioned estates, as well as by a Leading Financial Institution, we will sell by public auction, on site at Gold Reef Industrial Park, Unit A1, 60 First Street, Booysens Reserve, District of Johannesburg, Transvaal, on Wednesday, 10 August 1994 commencing at 10:30, various motor vehicles.

For further particulars contact the auctioneer: Park Villiage Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENTE ESTATE **G. F. GIBSON,** MASTER'S REFERENCE No. T2126/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 22 Alan Road, Bedfordview Extension 83, District of Bedfordview, Transvaal, on Wednesday, 10 August 1994 commencing at 10:30, a four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **L. H. BARNARD,** MASTER'S REFERENCE No. T1721/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot Unit 6, Sun Villa, Bloekom Avenue, Marais Steyn Park, Edenvale, on Monday, 15 August 1994 at 10:30, the following:

Almost completed very large luxury three-bedroomed cluster house in the popular suburb of Marais Steyn Park, Edenvale.

Certain Unit 6, Sun Villa, Bloekom Avenue, Marais Steyn Park, Edenvale, measuring approximately 286 square metres comprising lounge, dining-room, kitchen, three bedrooms (main with dressing-room and bathroom en suite), two bathrooms, garage and fully walled.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 10:30 to 15:00.

Mannie Auctioneering Company. [Tel. (011) 29-9617.] [Fax. (011) 333-3460.]

AUCTRADE AUCTIONEERS

INSOLVENTE BOEDELVEILING VAN 'N RUIM GESINSWONING VAN ± 370 M² GELEË TE HEIDELBERG-UITBREIDING 9, TRANSVAAL

In opdrag van die Kurator in die insolvente boedel **J. P.** en **M. Erasmus,** Meestersverwysing T4729/93, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Woensdag, 3 Augustus 1994 om 11:00, te Tulpelaan 60, Heidelberg-uitbreiding 9, Transvaal.

Eiendom 1: Erf 3548, Heidelberg-uitbreiding 9, ook bekend as Tulpelaan 60, Heidelberg-uitbreiding 9, Transvaal, grootte 2 430 m².

Verbeterings: Woning bestaande uit vier slaapkamers met badkamer in hoofslaapkamer, badkamer, twee studeerkamers, sitkamer, TV-kamer, eetkamer, kombuis met melamienkaste, vier motorhuise en 'n bediendekamer. Die vloerbedekking is duursame teëls met ondervloerverhitting. Die badkamers is ten volle geteël. Die erf is gedeeltelik ommuur.

Verkoopvoorwaardes van eiendomme: 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daagliks tussen 08:00 en 18:00 of skakel die Afslaer by (012) 804-0164 of Radiospoort (012) 323-1020 Kode AT11.

Auctrace Auctioneers, Posbus 30124, Sunnyside, Pretoria, 0132.

PROPERTY MART SALES

Duly instructed by the provisional trustee in the insolvent estate **Axel Schmoor,** Master's Ref. T1674/94, we shall sell subject to 7 (seven) days confirmation:

Erf 784, Little Falls Extension 2, measuring 669 square metres and situated at High Falls Turn 828, The Lakes. The improvements comprise of a double storey three-bedroomed thatch home.

Sale takes place on the spot on 16 August 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days of date of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2199. [Tel. (011) 728-1283.] [Fax. (011) 728-5215 a/h: (011) 793-6164, C. Mostert.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BRITS op 26 Augustus 1994 om 10:00 voor die Landdroskantoor te BRITS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 22 van die plaas DE RUST 478, Registrasie Afdeling J.Q., Transvaal.

GROOT: 7,4735 hektaar

Eiendom (1) blykens Akte van Transport T20861/1953

(2) Resterende gedeelte van Gedeelte 14 ('n gedeelte van Gedeelte 1) van die plaas DE RUST 478, Registrasie Afdeling J.Q., Transvaal.

GROOT: 8,5644 hektaar.

(3) Gedeelte 30 ('n gedeelte van Gedeelte 14) van die plaas DE RUST 478, Registrasie Afdeling J.Q., Transvaal.

GROOT: 19,8308 hektaar.

Eiendomme (2) en (3) blykens Akte van Transport T12653/1963

(4) Gedeelte 31 (Gedeelte van Gedeelte 14) van die plaas DE RUST 478, Registrasie Afdeling J.Q., Transvaal.

GROOT: 33,5605 hektaar.

Eiendom (4) blykens Akte van Transport T1582/1956

(5) Resterende Gedeelte van gedeelte 48 van die plaas DE RUST 478, Registrasie Afdeling J.Q., Transvaal.

GROOT: 124,6649 hektaar.

Eiendom (5) blykens Akte van Transport T20861/1953

(Die eiendomme is in 'n beheerde gebied naamlik CL - RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendomme betaalbaar is.)

Geregistreer in die naam van **OCTAVIUS BENJAMIN SCROOBY**

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (5) 20km suid van Brits.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5): 3 Woonhuise, 2 staalstore, werkswinkel, store met buitegeboue, motorhuis met motorafdak, 8 arbeidershuise, winkel, skool, pompkamers. Gedeeltelik wild en veekerend omhein. 3 Boorgate. Ressorteer onder die Hartbeespoort Staatswaterskema en 3,2 hektaar van eiendom (1), 4,4 hektaar van eiendom (2), 8,8 hektaar van eiendom (3), 16,0 hektaar van eiendom (4) en 22,5 hektaar van eiendom (5) is onderskeidelik daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R3 874,08 plus rente verskuldig is. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 00059 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Julie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WATERBERG op 26 Augustus 1994 om 10:00 voor die Landdroskantoor te NYLSTROOM die ondergemelde eiendom by publieke veiling verkoop:—

Resterende Gedeelte van die plaas MIDDELFONTEIN 391, Registrasie Afdeling K.R., Transvaal;

GROOT: 145,6330 hektaar

Blykens Akte van Transport T468/1990

Die eiendom is in 'n beheerde gebied naamlik CL - RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendom betaalbaar is.

in die naam van **PIETER BARKHUIZEN**

Ligging van hierdie eiendom:

24 km noordwes van Nylstroom

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel, staalstoor, arbeidershuise, krale en dip. Veekerend omhein en verdeel in kampe. Dam, Sandrivier met sement keerwal.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: AFAC 01342 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Julie 1994.

TRAKMAN'S AUCTION SALES AND AUCTIONEERING GROUP

Instructed thereto by the Joint Liquidators of **Eitan Tyre Moulds (Pty) Ltd,** in liquidation, Master's Ref. T1167/93, we will sell at the site, corner of Jaguar and Rover Streets, Rustivia (Elandsfontein), on Wednesday, 10 August 1994 at 10:30.

Certain Erf 137, Rust.

Terms: 20% (twenty per cent) by bank-guaranteed cheque immediately and the balance within 30 days. Phones (011) 614-7135 and Aucor 444-5550.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee in the insolvent estate **S. W. le Roux,** Master's Reference T190/94, we will sell Erf 1033, Barberton, at the premises 12 Louw Street, Barberton, on Monday 15 August 1994 at 11:00.

Terms: 20% (twenty per centum) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING, **P. G.** EN **C. E. SMITH,** MEESTERSVERWYSINGSNOMMER T4742/93

Behoorlik gemagtig deur kurator in bogenoemde boedel verkoop ons per openbare veiling, op 8 Augustus 1994 om 11:00, Gedeelte 4, Erf 2489, Vaalpark, Sasolburg.

Voorwaardes: Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers (011) 475-5133.

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	116
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